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# भारत का राजपत्र

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No. 34] NEW DELHI, SATURDAY, AUGUST 21, 1976/SAVANA 30, 1898

इस भाग में भिन्न पृष्ठ संख्या वी जाती है जिससे कि यह ग्रन्ति संकलन के रूप में रखा जा सके।  
Separate paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)

## PART II—Section 3—Sub-section (ii)

(रक्षा मंत्रालय को छोड़कर) भारत सरकार के मंत्रालयों और (संघ राज्य क्षेत्र प्रशासनों को छोड़कर)  
केवलीय प्राधिकारियों द्वारा जारी किये गए सांबिधिक आदेश और प्रधिसूचनाएं

Statutory Orders and Notifications issued by the Ministries of the Government of India  
(other than the Ministry of Defence) by Central Authorities  
(other than the Administrations of Union Territories)

विधि, न्याय और कम्पनी कार्य मंत्रालय

(न्याय विभाग)

नाटिम

नई दिल्ली, 4 अगस्त, 1976

का० आ० 3028—नोटे रजिस्ट्र नियम, 1956 के नियम 6 के प्रत्युत्तरा में अधिकारा द्वारा यह नोटिंग दिया जाना है कि उन नियमों के नियम 8ए के प्रत्युत्तरा, एक मैग्स फावर एण्ड क०, कलकत्ता के अटार्नी-एट-लॉन्स न्या एडवोकेट, श्री अमर चन्द दत्त ने नोटरी के रूप में उनके वकालत के खेत्र का विषयाग्र सम्पर्ण भारत नक्करने के लिये उपर्युक्त प्रधिकारी को आवेदन पेश किया है।

2 नोटरी द्वारा यह स्वयं उन व्यक्ति के वकालत के खेत्र का विस्तार किये जाने के द्वारे में यदि कोई आवास थों था वह, इस नाटिम के प्रकाशन की तारीख से पन्द्रह दिन के अन्दर, लिखित रूप में मुक्त प्रस्तुत की जाए।

MINISTRY OF LAW, JUSTICE &amp; COMPANY AFFAIRS

(Department of Justice)

## NOTICE

New Delhi, the 4th August, 1976

S.O 3028—Notice is hereby given by the Competent Authority in pursuance of rule 6 of the Notaries Rules 1956, that application has been made to the said Authority under rule 8A of the said Rules, by Shri Amar Chand Dutt, Attorney-at-law & Advocate of the firm of M/s Fowler & Co, Calcutta for the extension of his area of practice as a Notary to cover the whole of India

2 Any objection to the extension of the area of practice of the said person as a Notary may be submitted in writing to the undersigned within fourteen days of the publication of this Notice

[सं. नं. 22/25/76-न्याय]

[No. F 22/25/76-Jus]

## नोटिस

नई दिल्ली, 5 प्रगता, 1976

का. आ० 3029.—नोटरीज नियम, 1956 के नियम 6 के अनुसरण में सम्मान अधिकारी द्वारा यह नोटिस दिया जाता है कि उक्त नियमों के नियम 8ए के अन्तर्गत श्री परमेश चंद्र राय चौधरी, पृष्ठोकेट, नियमी 6/सी, पारदर्शी नक्कली लेन, कलकत्ता-26 ने नोटरीज रूप से उनके वकालत के अंतर्काल का विस्तार पर्याप्त व्यापार, बिहार, उड़ीसा, नद्या असम राज्यों तक किए जाने के लिए उपर्युक्त अधिकारियों द्वारा प्रसन्न आवेदन पेश किया है।

उक्त नोटरीज रूप से उक्त अधिकारी के वकालत के अंतर्काल का विस्तार किए जाने के बारे में यदि कोई आपत्ति हो तो वह इस नोटिस के प्रकाशन की तारीख से चौदह दिन के अन्दर, लिखित रूप से मृत्यु प्रस्तूत की जाए।

[म० एफ 22/37/75-न्याय]

आर० बासुदेवन, सम्मान अधिकारी

## NOTICE

New Delhi, the 5th August, 1976

S.O. 3029.—Notice is hereby given by the competent Authority in pursuance of rule 6 of Notaries Rules, 1956, that application has been made to the said Authority under rule 8A of the said Rules by Shri Paramesh Chandra Roy Choudhury, Advocate, residing at 6/C, Parbat Chakraborty Lane, Calcutta-26 for extension of his area of practice as Notary to cover the States of West Bengal, Bihar, Orissa and Assam.

2 Any objection to the extension of the area of practice of the said person as a Notary may be submitted in writing to the undersigned within fourteen days of the publication of this Notice

[No. F. 22/37/75-Jus.]

R. VASUDEVAN, Competent Authority

## वित्त मंत्रालय

(आधिक कार्य विभाग)

नई दिल्ली, 4 प्रगता, 1976

## बोधा

का०आ० 3030.—सम्मी जहाजो की युद्ध जॉर्जिम थीमा योजना के पैरा 9 के अनुसरण भे, केन्द्रीय संग्राहालय द्वारा इस अधिसूचना के बाग 31 मार्च, 1974 का समाप्त होने वाले वर्ष के दौरान युद्ध जॉर्जिम (सम्मी जहाज) पुनर्वीमा नियम में प्राप्त तथा उसमें से निकाली गयी रकमों का लेखा नियम प्रकार प्रदायित करती है, अधिकारी :—

31 मार्च, 1974 को समाप्त होने वाले वर्ष के दौरान 'युद्ध जॉर्जिम (सम्मी जहाज) पुनर्वीमा नियम' में प्राप्त तथा उसमें से निकाली गयी रकमों का लेखा

प्राप्तिया	बजेय					
	रकम	मार्च, 1974 के अन्तर्गत जमा की रिपोर्ट	रकम	मार्च, 1974 के अन्तर्गत वर्ष की स्थिति	बजेय	रकम
रकम	मार्च, 1974 के अन्तर्गत जमा की रिपोर्ट	रकम	मार्च, 1974 के अन्तर्गत वर्ष की स्थिति	बजेय	रकम	मार्च, 1974 के अन्तर्गत वर्ष की स्थिति
1	2	3	4	5	6	7
रु०	रु०	रु०	रु०	रु०	रु०	रु०
1 वीमा प्रीमियम	* 79,04,698.71	* 5,79,25,936.47	1 (सम्मी जहाज) वीमा योजना में नियोजित एजेंटों के प्रणालीनिक वर्षे।	* 8पैस्य	† 1,16,328.28	
2 युद्ध जॉर्जिम (सम्मी जहाज) पुनर्वीमा योजना के पैरा 8(iii) के अन्तर्गत भारत की समेकित नियम में अधिकारी	..	..	2 पैरा 8(ii) के अन्तर्गत युद्ध जॉर्जिम (सम्मी जहाज) पुनर्वीमा योजना के अधीन देनदारियों की अवायगी।	..	† 2,25,000.00	
		..	3 पैरा 8(iii) के अन्तर्गत देशियों की आपसी	..	..	
		..	4 विधि व्यय	3,000	† 18,000.00	
		..	5 प्रीमियम की आपसी	..	..	
		..	6 पैरा 8(iv) के अनुसार रकमों का नियमान	3,000	3,59,728.28	
	79,04,698.71	5,79,25,936.47				

\* वर्ष 1973-73 के लिए 76,15,828.49 रुपए की अवायगी राशि द्वारा दिया गया था जिसका वर्ष 1975-76 में शामिल किया जाएगा। 1974-75 के दौरान वीमा प्रीमियम की रकम अपनेनाशरी द्वारा दी जैसे ५० रुपए के नाम 11-11-71 के अध्यायामकीय पत्र संख्या 55(2)-इष्योरेस-1/74 के पैरा 1,18,01,353.00 रुपए है जो कि 79,04,698.71 रुपए द्वारा 1973-74 के लिए 68,96,655.29 रुपए के अन्तर को वर्ष 1974-75 में दिया जाएगा।

\*\* 27,376.60 रुपए के व्यय का दिया जिसे महानेत्रायात्र देन्द्रीय राजन्व ने ममायोजित नहीं किया है उसे 1976-77 के लेखा में दियाया जाएगा। यह दिव्यावाचन देन्द्रीय राजन्व के नाम 12-3-1974 के पत्र संख्या 52(3)-इष्योरेस-1/73 के अनुसार स्वीकार की गई थी।

+ 31-3-1973 का समाप्त तुल वर्ष के प्रोफार्मा एकाउट में (देखिया दूर नाट (a)), यह प्रदर्शित किया गया था कि देनदारियों की अदायगी से संबंधित 2,25,000 रुपए की राशि 3,41,328.28 रुपए की राशि में सम्मिलित है और यह 1973-74 के लेखा में भी यीर्षी के अन्तर्गत अन्तरित कर दी जाएगी। नद्यसार आवश्यक समीक्षन कर दिया गया है।

† 1972-73 के प्रोफार्मा एकाउट में त्रिविधि व्यय (आधिक) 15,000 रुपए दिया गया है। इसलिए प्रोफार्मा एकाउट में इस शीर्षक के अन्तर्गत 1973-74 के लिए क्रमिक व्यय 15,000 रुपए होना चाहिए ताकि 21,000 रुपए जैसा कि महानेत्रायात्र केंद्रीय राजन्व ने दिया गया है।

[का० स० 52(7)-इष्योरेस-1/75]

**MINISTRY OF FINANCE**  
**(Department of Economic Affairs)**

New Delhi, the 4th August, 1976.

**INSURANCE**

**S.O. 3030.** In pursuance of paragraph 9 of the Scheme of the War Risks Insurance of Marine Hulls, the Central Government hereby publishes, as follows, an account of the sums received into and paid out of War Risks (Marine Hulls) Re-insurance Fund during the year ending with the 31st March, 1974, namely :—

Account of the sums received into and paid out of the 'War Risks (Marine Hulls) Re-insurance Fund' during the year ending with 31st March, 1974.

R E C E I P T S			E X P E N D I T U R E		
Amount	Progress of Receipts upto the end of March, 1974	Amount	Progress of expenditure upto the end of March, 1974		
1	2	3	4	5	6
	Rs.	Rs.		Rs.	Rs.
1. Insurance Premium	*79,04,698.71	*5,79,25,936.47	1. Administrative expenses of the Agents employed for War Risks (Marine Hulls) Insurance Scheme	Nil**	†1,16,328.28
2. Advance from the Consolidated Fund of India Under Section 8(iii) of the War Risks (Marine Hulls) Re-Insurance Scheme.			2. Payment of liabilities under war Risks (Marine Hulls) Reinsurance Scheme under 8(n)	—	†2,25,000.00
			3. Repayment of advances made under Para 8(iii)	—	—
			4. Miscellaneous Expenditure	3,000	†18,000.00
			5. Refund of Premium	—	—
			6. Sums disposed of in accordance with Para 8(iv).	—	—
	79,04,698.71	5,79,25,936.47		3,000	3,59,328.28

\* The balance of Rs. 76,15,828.48 for the year 1972-73 will be accounted for in the year 1975-76. The insurance premium during the year 1974-75 is not Rs. 79,04,698.71 but 1,48,01,354.00 *vide* D.O letter No. 55(2)-Ins.I/74 dated 14-11-74 from the underfitter to Shri G.K. Saksena and the difference of Rs. 68,96,655.29 for the year 1973-74 will be accounted for in the year 1976-77.

\*\* The expenditure of Rs. 27,376.80 which has not been adjusted by AGCR will be accounted for in the accounts for the year 1976-77. The amount was sanctioned *vide* Ministry of Finance (Department of Revenue and Insurance) letter No. 52(3)-Ins.I/73 dated 12-3-1974 to A.G. Central, Bombay.

† In the Proforma accounts for the period ended 31-3-1973 (see foot note marked ④), it was indicated that a sum of Rs. 2,25,000 pertaining to payment of liabilities is included in the sum of Rs. 3,41,328.28 and will be transferred to the correct head in the accounts for 1973-74. Necessary correction has been made accordingly.

‡ In the Proforma Account for the year 1972-73, the Miscellaneous expenditure (progressive) has been shown as Rs. 15,000. Therefore the Progressive expenditure against this head in the Proforma Accounts for the 1973-74 should be Rs. 18,000 and not Rs. 21,000 as shown by the A.G.C.R.

[F. No. 52(7)-Ins.I/7]

**का० जा० 3031--**समुद्री जहाजों की यूद्ध जाखिम श्रीमा योजना के एग 9 के अनुसरण में, केन्द्रीय भरकार इग अभियुक्तना के द्वारा 31 मार्च 1975 को समाप्त होने वाले वर्ष के दौरान यूद्ध जाखिम (समुद्री जहाज) पूनर्वोमा निधि में प्राप्त तथा उसमें से निकाली गयी रकमों का लेखा निधि प्रकाशित करती है, ग्राहीत् ।

31 मार्च, 1975 को समाप्त होने वाले वर्ष के दौरान यूद्ध जाखिम (समुद्री जहाज) पूनर्वोमा निधि में प्राप्त तथा उसमें से निकाली गयी रकमों का लेखा

प्राप्तिया

रकम	मार्च, 1975 के अन्त तक जमा की स्थिति	रकम	मार्च, 1975 के अन्त तक व्यवहार की स्थिति		
1	2	3	4		
	रु०	रु०	रु०		
1 श्रीमा प्रीमियग	†2,10,85,976.81	*8,20,11,913.31	† (समुद्री जहाज) श्रीमा योजना में नियंत्रित प्रेषेटोर के प्रणालीक वर्ष	*रु०	1,16,328.28

1	2	3	4	5	6
2 यूद्ध जोखिम (समुद्री जहाज) पुनर्वीमा योजना के पैरा 8(iii) के अन्तर्गत भारत की समेकित नियम से अधिक	..	..	2 पैरा 8(iii) के अन्तर्गत यूद्ध जोखिम (समुद्री जहाज) पुनर्वीमा योजना के अधीन देनदारियों की अदायगी ।	2,25,000.00	
			3 पैरा 8(iii) के अन्तर्गत ऐसियों की वापसी		
			4 विविध व्यय	3,000	† 21,000.00
			5 प्रोमियम की वापसी	..	..
			6 पैरा 8(iv) के अनुसार रकमों का निपटान	..	..
	2,40,85,976.84	8,20,11,913.31		3,000	3,62,328.28

\* वर्ष 1972-73 के लिए 76,15,828.48 रुपए की अफाया राशि का हिसाब वर्ष 1975-76 में आमिल किया जाएगा और वर्ष 1973-74 के 68,96,655.29 रुपए के अन्तर को वर्ष 1976-77 में आमिल किया जाएगा ।

\*\* 37,003 रुपए के व्यय का हिसाब जिसे महानेत्रायापाल केन्द्रीय गवर्नर ने समायोजित नहीं किया है 1976-77 के लिए से दिवाया जाएगा । यह राशि विल मनालय (राजस्व और बीमा विभाग) द्वारा महानेत्रायापाल केन्द्रीय ब्रम्हदेव के नाम 4-3-1975 के पत्र संख्या 12(1)-इण्डोरेस 1/75 के अनुसार स्वीकार को गई थी ।

† 1973-74 के प्रीफार्म एकाउंट में, विविध व्यय (समिक) 18,000 रुपए है । इसलिए 1971-75 तक कमिक लाय 21,090 रुपए होना चाहिए ता कि 18,000 रुपए जैसा कि महानेत्रायापाल केन्द्रीय राजस्व ने दिवाया है ।

‡ विल मनालय (राजस्व और बीमा विभाग) के 9-9-75 के पत्र संख्या 52(2)-इण्डोरेस 1/75 के अनुसार 1974-75 के लिए राशि (9-4-75 को जमा की गई 7,111.11 रुपए की राशि को निकालने के बाद) 2,40,85,941.71 रुपए है । 25.10 रुपए की जरूर से अन्तर को तजर अदाज कर दिया गया है ।

[फा० स० 52(7)-इण्डोरेस-1/75]  
आर० क० महाजन, निदेशक

**S.O. 3031.**—In pursuance of paragraph 9 of the Scheme of the War Risks Insurance of Marine Hulls, the Central Government hereby publishes, as follows, an account of the sums received into and paid out of the War Risks (Marine Hulls) Re-insurance Fund during the year ending with the 31st March, 1975, namely:—

Account of the sums received into and paid out of the 'War Risks (Marine Hulls) Re-insurance Fund' during the year ending with 31st March, 1975

1	2	3	RECEIPIES		EXPENDITURE	
			Amount	Progress of receipts upto the end of March, 1975	4	5
1. Insurance Premium	₹ 2,40,85,976.84	₹ 8,20,11,913.31	1. J. Administrative Expenses of the agents employed for War Risks (Marine Hulls) Insurance Scheme.	**Nil	1,16,328.28	
2. Advance from the Consolidated Fund of India under paragraph 8(iii) of the War Risks (Marine Hulls) Re-insurance Scheme.			2. Payment of Liabilities under War Risks (Marine Hulls) Re-insurance under para 8(ii).	—	2,25,000.00	
			3. Repayment of Advances made under para 8(iii)	—		
			4. Miscellaneous Expenditure.	3,000	† 21,000.00	
			5. Refund of Premium	—		
			6. Sums disposed of in accordance with para 8(iv).	—		
	2,40,85,976.84	8,20,11,913.31		3,000	3,62,328.28	

\* The balance of Rs. 76,15,828.48 for the year 1972-73 will be accounted for in the year 1975-76 and the difference of Rs. 68,96,655.29 for the year 1973-74 will be accounted for in the year 1976-77.

\*\* The expenditure of Rs. 37,003 which has not been adjusted by AGCR will be accounted for in the accounts for the year 1976-77. The amount was sanctioned *vide* Ministry of Finance (Department of Revenue and Insurance) letter No. 52(1)-Ins.1/75 dated 4-3-1975 to A.G.C. Central, Bombay.

† In the Proforma Account for the year 1973-74, the Miscellaneous expenditure (Progressive) is Rs. 18,000. Therefore progressive expenditure for 1974-75 should be Rs. 21,000 and not Rs. 18,000 as shown by the A.G.C.R.

‡ The amount for the year 1974-75 is Rs. 2,40,85,941.74 (after deleting Rs. 7,111.11 deposited on 9-4-1975) *vide* Ministry of Finance (Department of Revenue and Insurance) letter No. 52(2)-Ins.1/75 dated 9-4-1975. The minor difference of Rs. 25.10 has been ignored.

[I. No. 52(27)-Ins.1/75]  
R. K. MAHAJAN, Director

## (राजस्व और बैंकिंग विभाग)

नई दिल्ली, 9 जून, 1976

## आदेश

का०आ० 3032.—गर्व साधारण की जनकारी के लिए यह अधिसूचित विभाग जाता है कि निम्नलिखित मस्त्यों को, विहित प्राधिकारी नियम विभाग और प्रौद्योगिकी विभाग नई विलीन द्वारा, आय कर अधिनियम, 1961 की धारा 35 की उपधारा (1) के खंड (II) के प्रयोजनार्थ निम्नलिखित जारी के अधीन रहते हुए अनुमोदित किया गया है—

(i) एचियन रजिस्टर आफ गिपिग प्राकृतिक और अनुप्रयुक्त विभाग, कृषि, पशुपालन, भूम्यपालन और प्रौद्योगिकी विभाग से भिन्न धेन में वैज्ञानिक अनुसंधान करने के लिए उम्रों द्वारा प्राप्त गणि का पूर्यक लेखा रखेगा।

(ii) आर० आर० 1976 अपने वैज्ञानिक अनुसंधान कार्यों की विवरणियाँ प्रत्येक विचारी वर्ष के लिए विहित प्राधिकारी को प्रतिवर्ष 30 अप्रैल तक ऐसे प्रस्तुत करेगा जो उम्रों प्रयोजनार्थ अधिकारित किए जाएं और उसे समृच्छित किए जाएं।

## संस्था

एचियन रजिस्टर आफ गिपिग, मम्बई  
यह अधिसूचना 1 अप्रैल 1976 से तारा वर्ष का अवधि के लिए प्रभावी होगी।

[रा० 1350/का०मं० 203/65/76-आ०क०आ०-U]

टी०पी० जूनजूनवाला, उप सचिव

## (Department of Revenue &amp; Banking)

New Delhi, the 9th June, 1976

## INCOME-TAX

S.O.3032.—It is hereby notified for general information that the institution mentioned below has been approved by Secretary, Department of Science & Technology, New Delhi as the prescribed authority for the purposes of clause (ii) of sub-section (1) of Section 35 of the Income-tax Act, 1961, subject to the following conditions—

(i) The Indian Register of Shipping shall maintain a separate account of the sums received by them for undertaking Scientific Research in the area of natural and applied sciences other than agriculture/Animal husbandry/fisheries and medicines.

(ii) The I.R.S. will furnish the Annual Returns of their scientific research activities to the prescribed authority for every financial year in such forms as may be laid down and intimated to them for this purpose, by 30th April, each year.

## INSTITUTION

## Indian Register of Shipping, Bombay

This notification is effective for a period of three years from 1st April, 1976.

[No. 1350/F No. 203/65/76-ITA.II]  
T. P. JHUNJHUNWALA, Dy. Secy.

## (बैंकिंग विभाग)

नई दिल्ली, 5 अगस्त, 1976

का०आ० 3033.—शेवटीय यामीण लैक अधिनियम, 1976 (1976 का 21) की धारा 11 की उपधारा (1) द्वारा प्रदत्त प्रक्रियों का प्रयोग करने हुए केन्द्रीय सरकार श्री कुरुप सागर कुडे को रायल सोमा यामीण लैक का अध्यक्ष नियुक्त करती है तथा अगस्त, 6, 1976 से आरम्भ होकर 31 जनवरी, 1977 की समाप्त होने वाली अवधि को उस अध्यक्ष के रूप में नियारित करती है जिसमें श्री कुरुप सागर कुडे अध्यक्ष के रूप में कार्य करें।

[स० एफ० 1-83/76-ए०सी०४]

सी० आर० विवास, उप सचिव

## (Banking Wing)

New Delhi, the 5th August, 1976

S.O.3033.—In exercise of the powers conferred by sub-section (1) of section 11 of the Regional Rural Banks Act, 1976 (21 of 1976) the Central Government hereby appoints Shri Krupasagar Kunde as the Chairman of the Rayalaseema Grameena Bank, Cuddapah and specifies the period commencing on the 6th August, 1976 and ending with the 31st January, 1977 as the period for which the said Shri Krupasagar Kunde shall hold office as such Chairman.

[No. F. 4-83/76-AC(IV)]

C. R. BISWAS, Dy. Secy.

नई दिल्ली, 6 अगस्त, 1976

का०आ० 3034.—वैकारी विनियमत अधिनियम, 1949 (1949 का 10) की धारा 53 द्वारा प्रदत्त प्रक्रियों का प्रयोग करने हुए केन्द्रीय सरकार एवं देशद्राश, भारतीय रिजर्व बैंक की मिकारिश पर बोखणा करती है कि—(क) उक्त अधिनियम की धारा 10 की उपधारा (1) के खंड (ग) के उपबंद (1) और (2) के उपपत्त्य 31 अगस्त, 1976 तक यूनाइटेड बैंक आफ हिंदिया पर उस सीमा तक लागू नहीं होगे जहाँ तक कि वे उसके अध्ययन और प्रबंध निवेशक श्री एम० सेन जारी के भारतीय औद्योगिक क्षण और निवेश नियम लिमिटेड का निवेशक होने का इसलिए प्रतिशेष करते हैं कि यह नियम कम्पनी अधिनियम, 1956 (1956 का) 1 के अन्तर्गत एक रजिस्टर्ड कम्पनी है; और

(ख) उक्त अधिनियम की धारा 19 की उपधारा (3) के उपबंद 31 अगस्त, 1976 तक उक्त बैंक पर उस सीमा तक लागू नहीं होगे जहाँ तक उक्त उपयन्ध उक्त बैंक द्वारा भारतीय औद्योगिक और निवेश नियम लिमिटेड की शेयरधारिता का प्रतिशेष करते हैं।

[स० 15(27)-बी०सी०III/76]

मे० आ० उमगावकर, अवर सचिव

New Delhi, the 6th August, 1976

S.O.3034.—In exercise of the powers conferred by section 53 of the Banking Regulation Act, 1949 (10 of 1949), the Central Government, on the recommendation of the Reserve Bank of India, hereby declares—(a) that the provisions of sub-clauses (i) and (ii) of clause (c) of sub-section (1) of section 10 of the said Act shall not apply to United Bank of

India, Calcutta, till the 31st August, 1976, in so far as the said provisions prohibit Shri M. Sen Sharma, its Chairman and Managing Director, from being a director of the Industrial Credit Investment Corporation of India Ltd., being a company registered under the Companies Act, 1956 (1 of 1956) : and

(b) that the provisions of sub-section (3) of section 19 of the said Act shall not apply till the 31st August, 1976 of the above mentioned bank in so far as the said provisions prohibit the said bank from holding shares in the Industrial Credit and Investment Corporation of India Ltd.

[No. 15(27)-B.O.III/76]

M. B. USGAONKAR, Under Secy.

### केन्द्रीय प्रत्यक्ष कर बोर्ड

नई विली, 14 मई, 1976

भाष्य-कार

**कांगड़ा 3035.**—केन्द्रीय प्रत्यक्ष कर बोर्ड, आयकर प्रधिनियम, 1961 (1961 का 43) की धारा 122 की उपधारा (1) द्वारा प्रदत्त प्रधिनियमों और इस निमित्त उसे समर्थ बनाने वाली अन्य सभी सकियों का प्रयोग करते हुए, तथा इस संबंध में सभी पूर्वतन अधिसूचनायों को अधिकांत करते हुए, निर्देश करता है कि नीचे की सारणी के स्तम्भ (2) में विनिर्दिष्ट रेजों के गत्यक आयकर आयुक्त (अपील), उसके स्तम्भ (3) में की तर्संबंधी प्रविष्टि में विनिर्दिष्ट आयकर सकियों, वार्डों और जिलों में आयकर या अधिकर के लिए निर्धारित सभी व्यक्तियों और आय की बाबत अपने कृत्यों का पालन करें :—

### अनुसूची

क्रम सं०	रेज 1	आयकर सकिय, वार्ड और जिले 3
2	3	
1. रेज-I, आगरा		(i) आगरा सकिय (ii) रायकर्णी-I, आगरा (iii) मथुरा सकिय (iv) फिरोजाबाद सकिय (v) इटावा सकिय (vi) सम्पदा शुल्क सकिय, आगरा (vii) विशेष सर्वेक्षण सकिय, आगरा
2. रेज-II, आगरा		(i) सकिय-II, आगरा (ii) मैनपुरी सकिय (iii) एटा सकिय (i) विशेष सकिय, कानपुर (ii) कम्पनी सकिय, कानपुर (iii) केन्द्रीय सकिय, कानपुर (iv) वेतन सकिय, कानपुर (v) सकिय-III, कानपुर (vi) सर्वेक्षण वार्ड
3. विशेष रेज, कानपुर		(i) सकिय-I, कानपुर (ii) फतेहगढ़ सकिय (iii) शासी सकिय (iv) बन्दा सकिय (v) उत्ताव सकिय (vi) फतेहगढ़ सकिय (vii) सम्पदा शुल्क सकिय, कानपुर
4. रेज-II, कानपुर		

1	2	3
5. रेज-II, कानपुर		(i) सकिय-II, कानपुर (ii) विशेष अन्वेषण सकिय, कानपुर

जहाँ कोई आयकर सकिय, वार्ड या जिला या उसका भाग इस अधिसूचना द्वारा एक रेज से किसी अन्य रेज को अत्यरित हो जाता है, वहाँ उस आयकर सकिय वार्ड या जिले या उसके भाग में किए गए निधिरणों से उत्पन्न होने वाली और उस रेज के, जिससे वह आयकर सकिय, वार्ड या जिला या उसका भाग अन्तरित हुआ है, सहायक आयकर आयुक्त (अपील) के समक्ष इस प्रधिसूचनाओं की तारीख के लीक पूर्व लम्बित अपीलें, उस तारीख से जिस तारीख को वह अधिसूचना प्रभावी होती है, उस रेज के जिसको उक्त सकिय, वार्ड या जिला या उसका भाग अन्तरित हुआ है सहायक आयकर आयुक्त (अपील) को अत्यरित की जाएगी और उसके द्वारा उस पर कार्यवाही की जाएगी।

वह अधिसूचना 15-5-1976 से प्रभावी होगी।

[मं. 1317(फा. सं. 261/8/26-प्राईवेटी-जे०

### CENTRAL BOARD OF DIRECT TAXES

New Delhi, the 14th May, 1976

### INCOME-TAX

**S.O.3035.**—In exercise of the powers conferred by sub-section (1) of Section 122 of the Income tax, Act, 1961 (43 of 1961) and all other powers enabling it in that behalf and in supersession of all previous Notification in this regard the Central Board of Direct Taxes hereby directs that the Appellate Assistant Commissioners of Income tax of the Ranges specified in Column (2) of the Schedule below shall perform their functions in respect of all persons and income assessed to Income tax or Super-tax (in the Income tax Circles, Wards and Districts specified in the corresponding entry in column (3) thereof):—

### SCHEDULE

Sl. No.	Range 1	Incometax Circles, Wards and Districts 3
1	2	3
1.	Range-I, Agra	(i) Agra Circle. (ii) Circle-I, Agra. (iii) Mathura Circle. (iv) Firozabad Circle. (v) Etawah Circle. (vi) Estate Duty Circle, Agra. (vii) Spl. Survey Circle, Agra.
2.	Range-II, Agra	(i) Circle-II, Agra. (ii) Mainpuri Circle. (iii) Etah Circle.
3.	Special Range, Kanpur.	(i) Special Circle, Kanpur. (ii) Companies Circle, Kanpur. (iii) Central Circle, Kanpur. (iv) Salary Circle, Kanpur. (v) Circle, III, Kanpur. (iv) Survey Ward.
4.	Range-I, Kanpur.	(i) Circle-I, Kanpur. (ii) Fatehgarh Circle. (iii) Jhansi Circle. (iv) Banda Circle. (v) Unnao Circle. (vi) Fatehpur Circle. (vii) Estate Duty Circle, Kanpur.
5.	Range-II, Kanpur.	(i) Circle-II, Kanpur. (ii) Special Investigation Circle, Kanpur.

Where an Income-tax Circle, Ward, or District or part thereof stands transferred by this Notification from one Range to another Range, appeals arising out of assessments made in that Income-tax Circle, Ward or District or part thereof and pending immediately before the date of this Notification before the Appellate Ass'tt. Commissioner of Income-tax, the Range from whom that Income-tax Circle, Ward or District or part thereof is transferred to and dealt with by the Appellate Assistant Commissioner of Income-tax of the Range to whom the said Circle, Ward or District or part thereof is transferred.

This Notification shall take effect from 15-5-76.

[No. 1317 (F.No. 261/8/76-ITJ)]

स्थान 3036.—केन्द्रीय प्रब्लेम कर वार्ड, आय-कर अधिकारियम, 1961 (1961 का 13) का धारा 122 की उपधारा (1) द्वारा प्रदत्त अधिकारी और उस निवित उसे समर्पण धनाने वाली आन्य ममी अधिकारीयों का प्रयोग करते हुए, तथा अधिसूचना सं. 1008 (फा० सं. 261/1/75-आईटी०जे०) तारीख 1-8-75, सं. 1190 (फा० सं. 261/1/75-आईटी०जे०) तारीख 1-1-1976 और सं. 1279 (फा० सं. 261/4/76-आईटी०जे०) तारीख 1-4-1976 द्वारा पथा उपान्तरित अधिसूचना सं. 751 (फा० सं. 261/12/74-आईटी०जे०) तारीख 31-10-1971 का आधिक उपान्तरण करने हुए निवेद करता है कि अक्षय अधिसूचना की अनुसूची में कम सं. 7 और 8 पर की प्रविधियों के स्थान पर निम्नलिखित प्रविधिया रखी जाएगी—

#### अनुसूची

क्रम सं.	रेज	आय-कर मक्किल, वार्ड और जिले
1	2	3
7. रेज-I, मेरठ		1. मक्किल-I, मेरठ 2. क-वार्ड, मेरठ 3. क-वार्ड, सकिल-I, मेरठ 4. च-वार्ड, मेरठ 5. घ-वार्ड, सकिल-I, मेरठ 6. इ-वार्ड, मेरठ 7. छ-वार्ड, सकिल-I, मेरठ 8. ज-वार्ड, सकिल-I, मेरठ 9. अ-वार्ड, सकिल-I, मेरठ 10. आ-वार्ड, मेरठ 11. ओ-वार्ड, मक्किल-I, मेरठ 12. विशेष वार्ड, सकिल-I, मेरठ 13. अतिरिक्त क-वार्ड, मेरठ 14. अतिरिक्त क-वार्ड, मक्किल-I, मेरठ 15. हापुर सकिल, हापुर 16. गाजियाबाद मक्किल, गाजियाबाद 17. क-वार्ड, मुजफ्फरनगर
8. रेज-II, मेरठ		1. मक्किल-II, मेरठ 2. आ-वार्ड, मक्किल-II, मेरठ 3. च-वार्ड, मेरठ 4. ग-वार्ड, मेरठ 5. ग-वार्ड, सकिल-II, मेरठ 6. च-वार्ड, मेरठ 7. च-वार्ड, सकिल-II, मेरठ 8. अतिरिक्त ग-वार्ड, मेरठ 9. छ-वार्ड, मेरठ 10. छ-वार्ड, सकिल-II, मेरठ 11. विशेष सर्वेक्षण सकिल, मेरठ

1	2	3
		12. परियोजना सकिल, मेरठ
		13. ट-वार्ड, सकिल-II, मेरठ
		14. वेतन सकिल, मेरठ
		15. आर्नेगढ़ सकिल, आर्नेगढ़
		16. हापुर सकिल, हापुर
		17. मुजफ्फरनगर मे शार्मी सकिल
		18. च-वार्ड, मुजफ्फरनगर को छोड़ कर मुजफ्फरनगर सकिल।

जहाँ कोई आय-कर मक्किल, वार्ड या जिला या उसका भाग इस अधिसूचना द्वारा एक रेज में किसी अन्य रेज को अन्तरित है। जाता है, वहाँ उस आय-कर मक्किल, वार्ड या जिले या उसके भाग से किए गए निर्धारणों से उत्पन्न होने वाली और उस रेज के, जिसमें वह आय-कर मक्किल, वार्ड या जिला या उसका भाग अन्तरित हुआ है, सहायक आय-कर आय-कर (अपील) के समक्ष इस अधिसूचना की तारीख के ठीक पूर्व लिखित अपील, उस तारीख से जिस तारीख को यह अधिसूचना प्रभायी होती है, उस रेज के, जिसको उक्त सकिल, वार्ड या जिला या उसका भाग अन्तरित हुआ है सहायक आय-कर आय-कर (अपील) को अन्तरित की जाएगी और उसके द्वारा उन पर कार्यवाही की जाएगी।

यह अधिसूचना 15-5-1976 से व्यापक होगी।

[सं. 1318 (फा० स 261/4/7-आईटी०जे)]

S.O. 3036.—In exercise of the powers conferred by sub-section (1) of Section 122 of the Income-tax Act, 1961 (43 of 1961) and of all other powers enabling it in that behalf and in partial modification of Notification No. 754 (F. No. 261/12/74-ITJ), dated 31-10-1974 as modified by notification No. 1008 (F. No. 261/1/75-ITJ) dated 1-8-75, No. 1190 (F. No. 261/1/75-ITJ, dated 1-1-1976 and No. 1279 (F. No. 261/4/76-ITJ) dated 1-4-1976, the Central Board of Direct Taxes hereby direct that the entries at Serial Nos. 7 & 8 in the Schedule to the said Notification shall be substituted by the following entries :—

#### SCHEDULE

S. No.	Range	Income-tax Circles, Wards & Districts
1	2	3
7. Range-I, Meerut.		1. Circle-I, Meerut. 2. A-Ward, Meerut. 3. A-Ward, Circle-I, Meerut. 4. D-Ward, Meerut. 5. D-Ward, Circle-I, Meerut. 6. E-Ward, Meerut. 7. E-Ward, Circle-I, Meerut. 8. H-Ward, Meerut. 9. H-Ward, Circle-I, Meerut. 10. J-Ward, Meerut. 11. J-Ward, Circle-I, Meerut. 12. Special Ward, Circle-I, Meerut. 13. Additional A-Ward, Meerut. 14. Additional A-Ward, Circle-I, Meerut. 15. Hapur Circle, Hapur. 16. Ghaziabad Circle, Ghaziabad. 17. A-Ward, Muzaffarnagar.
8. Range-II, Meerut.		1. Circle-II, Meerut. 2. B-Ward, Circle-II, Meerut. 3. B-Ward, Meerut.

1	2	3
		4. C-Ward, Meerut.
		5. C-Ward, Circle II, Meerut.
		6. F-Ward, Meerut.
		7. F-Ward, Circle-II, Meerut.
		8. Addl. G-Ward, Meerut.
		9. G-Ward, Meerut.
		10. G-Ward, Circle-II, Meerut.
		11. Special Survey Circle, Meerut.
		12. Project Circle, Meerut.
		13. K-Ward, Circle-II, Meerut.
		14. Salary Circle, Meerut.
		15. Aligarh Circle, Aligarh.
		16. Hathras Circle, Hathras.
		17. Shamli Circle at Muzaffarnagar.
		18. Muzaffarnagar Circle excluding A-Ward, Muzaffarnagar.

Where an Income-tax Circle, Ward or District or part thereof stands transferred by this Notification from one Range to another Range, appeals arising out of assessments made in the Income-tax Circle, Ward or District or part thereof and pending immediately before the date of this Notification before the Appellate Assistant Commissioner of Income-tax Range from whom that Income-tax Circle, Ward or District or part thereof is transferred to and dealt with by the Appellate Assistant Commissioner of Income-tax of the Range to whom that said Circle, Ward or District or part thereof is transferred.

This Notification shall take effect from 15-5-76.

[No. 1318 (F. No. 261/4/76-IT)]

नई विल्ली, 18 मई, 1976

**कानून 3037.—आयकर प्रधिनियम, 1961 (1961 का 43) की वारा 122 की उपधारा (1) द्वारा प्रवत्त शक्तियों और इस नियमित उसे समर्थ याने वाली आयकर प्रधि सभी अधिकारी का प्रयोग करते हुए और इस संबंध में सभी पूर्वत अधिसूचनाओं को अधिकारी करते हुए, केन्द्रीय प्रत्यक्ष कर बोर्ड निवेदा देता है कि नीचे की अधिसूचना के स्तम्भ 2 में विविध रेजों के हायक आयकर आयुक्त (अपील) उसके स्तम्भ 3 में की तत्संधी प्रविष्टि में विविधिष्ट आयकर सर्किल, वार्ड और जिलों में आयकर या अधिकार से निर्धारित सभी व्यक्तियों और आयों के बारे में अपने कृत्यों का वालन करें।—**

### अनुसूची

क्रम सं.	रेज.	आयकर सर्किल, वार्ड और जिले
1	2	3
1.	कटक रेज.	(i) कटक सर्किल के वार्ड-क और अतिरिक्त वार्ड-क को छोड़ कर कटक सर्किल (ii) विशेष सर्वेक्षण सर्किल, कटक (iii) केन्द्रीय सर्किल, कटक
2.	बर्हमपुर रेज.	(i) बर्हमपुर सर्किल (ii) पुरी सर्किल (iii) भुवनेश्वर सर्किल (iv) विशेष सर्वेक्षण सर्किल, भुवनेश्वर

1	2	3
1. मध्यपुर रेज.		(v) आयकर अधिकार सर्किल के वार्ड-क और सर्विस सर्किल (vi) भवनपुर नियम कर्त्ता (vii) भवनपुर नियम कर्त्ता
		(i) रायपुर सर्किल (ii) भरगद सर्किल (iii) उत्तरकोटा सर्किल (iv) गालियार सर्किल (v) गिराला सर्किल (vi) लालिर सर्किल (vii) देवनन्दन सर्किल (viii) देवनन्दन सर्किल (ix) भवनपुर सर्किल (x) जंपोर सर्किल

जहा कोई आयकर सर्किल, वार्ड या जिला या उसका भाग इस अधिसूचना द्वारा पूर्व रेज में कियी आय रेज की अन्तिम दो जाता है, वहा उस आयकर सर्किल, वार्ड या जिला या उसके भाग में किया गया नियमित से उन्हन्होंने वाली आय उभ रेज के, जिसमें वह आयकर सर्किल, वार्ड या जिला या उसका भाग प्रत्यक्षित हुआ है, सहायक आयकर आयुक्त (अपील) के माध्यम से अधिसूचना की तारीख के द्वारा पूर्व लिखित अपील, उस तारीख से जिस तारीख को यह अधिसूचना प्रभावी होती है, उस रेज के, जिसको उन्हन्होंने वार्ड या जिला या उसका भाग अन्तिरिक्त हुआ है, सहायक आयकर आयुक्त (अपील) को अन्तिरिक्त की जाएगी।

यह अधिसूचना 20-5-1976 से प्रभावी होगी।

[मं. 1327 (फा० मं. 261/9/76-आईटी)]

New Delhi, the 18th May, 1976

**S.O. 3037.—**In exercise of the powers conferred by sub-section (1) of Section 122 of the Income-tax Act, 1961 (43 of 1961) and of all other powers enabling it in that behalf and in supersession of all previous Notifications in this regard the Central Board of Direct Taxes hereby direct that the Appellate Assistant Commissioners of Income-tax of the Range specified in Column 2 of the Schedule below shall perform their functions in respect of all persons and incomes assessed to Income-tax or Super-tax in the Income-tax Circles, Wards or Districts specified in the corresponding entry in column 3 thereof, —

### SCHEDULE

S. No.	Range	Income-tax Circle/Wards or Districts
1	2	3
1.	Cuttack Range.	(i) Cuttack Circle excluding Ward-A and Addl. Ward-A of Cuttack Circle. (ii) Special Survey Circle, Cuttack. (iii) Central Circle, Cuttack.
2.	Berhampur Range.	(i) Berhampur Circle. (ii) Puri Circle. (iii) Bhubaneswar Circle. (iv) Special Survey Circle, Bhubaneswar. (v) Ward-A, & Addl. Ward-A of T. Circle, Cuttack. (vi) E.D. Circle, Cuttack.

1	2	3
3. Sambalpur Range		
	(i) Sambalpur Circle.	
	(ii) Jharsuguda Circle.	
	(iii) Rourkela Circle.	
	(iv) Balasore Circle.	
	(v) Baripada Circle.	
	(vi) Keonjhar Circle.	
	(vii) Bhadrak Circle.	
	(viii) Bolangir Circle.	
	(ix) Bhatnagar Circle.	
	(x) Jeypore Circle.	

Whereas an Income-tax Circle, Ward or District or part thereof stands transferred by this Notification from one Range to another Range, appeals arising out of assessments made in that Income-tax Circle, Ward or District or part thereof and pending immediately before the date of this Notification before the Appellate Assistant Commissioner of the Range from whom that Income-tax Circle, Ward or District or part thereof is transferred shall, from the date of this Notification takes effect, be transferred to and dealt with by the Appellate Assistant Commissioner of the Range to whom the said Circle, Ward or District or part thereof is transferred.

This Notification shall take effect from 20-5-76.

**EXPLANATORY NOTE:**—This amendment has become necessary due to re-organisation of work amongst the Appellate Assistant Commissioners of Income-tax.

[No. 1327 (F. No. 261/9/76-ITJ)]

नई विल्ली, 28 मई, 1976

**का० आ० 3038.—**आयकर प्रधिनियम, 1961 (1961 का 43) की धारा 122 की उपधारा (1) द्वारा प्रदत्त विविधों और इस निमित्त उसे समर्पि बनाने सभी व्यक्तियों का, प्रयोग करते हुए और इस संबंध में सभी पूर्वतन अधिसूचनाओं को आयिक उपायतरण करते हुए, केन्द्रीय प्रत्यक्ष कर बोर्ड निदेश देता है कि नीचे की प्रत्यक्षी के स्तम्भ 2 में विविध रेंजों के महायक आयकर आयुक्त (प्रधीन) उसके स्तम्भ 3 में की तरसंबंधी प्रविष्टि में विविध आयकर सकिलों वालों और जिसों में आयकर या अधिकर से निवारित सभी व्यक्तियों और प्रायों के बारे में अपने हूँतों का पालन करें।

#### प्रत्यक्षी

क्रम सं०	रेंज	आयकर, सकिल/बार्ड और जिसे	Income-tax Circles/Wards & Distts.		
			1	2	3
1.	'H' रेंज, नई विल्ली	(i) जिला VI (1), (2), (3), (4), (5), (6), (7), (8), (9), (10), (10) (प्रतिरिक्ष), (11), (12), (13), (14), और (15), नई विल्ली।  (ii) जिला VI, बार्ड क, क (प्रतिरिक्ष) क (1), क (11), ल (प्रतिरिक्ष), ग, ग (प्रतिरिक्ष), ग (1), ग-I (प्रतिरिक्ष) घ और द, नई विल्ली।  (iii) डेकेरारों का सकिल, नई विल्ली।			
2.	'G' रेंज, नई विल्ली	(i) कम्पनी सकिल-XI, XVII, XVIII नई विल्ली।  (ii) विशेष सकिल-II, II (प्रतिरिक्ष) और IX. नई विल्ली।			

1	2	3
		(iii) आय सकिल, नई विल्ली।
		(iv) आय-कर-एवं-भव्यता शुल्क, सकिल,
		(v) प्रतिरिक्ष सम्बन्ध शुल्क-एवं-आय-कर सकिल, नई विल्ली।

जहाँ कोई आयकर सकिल, बार्ड या जिला या उसका भाग इस अधिसूचना द्वारा एक रेंज में विभी अन्य रेंज को अन्तरित हो जाता है, वहाँ उम आयकर सकिल, बार्ड या जिला या उसके भाग में किए गए निवारियों से उत्पन्न होने वाली और उम रेंज के, जिससे वह आयकर सकिल, बार्ड या जिला या उसका भाग अन्तरित हुआ है, सहायक आयकर आयुक्त (प्रधीन) के समझ इस अधिसूचना की तारीख के ठीक पूर्व सम्बन्ध अपील, उम तारीख से जिस तारीख को यह अधिसूचना प्रभावी होती है, उस रेंज के, जिसको उक्त सकिल बार्ड या जिला या उसका भाग अन्तरित हुआ है सहायक आयकर आयुक्त (प्रधीन) को अन्तरित की जाएगी और उसके द्वारा उन पर कार्यवाही की जाएगी।

यह अधिसूचना 1-6-1976 से प्रभावी होगी।

[मा० 1338 (का० सा० 261/3/76-आई टी जे)]

New Delhi, the 28th May, 1976

**S.O. 3038.**—In exercise of the powers conferred by sub-section (1) of section 122 of the Income-tax Act, 1961 (43 of 1961) and of all other powers enabling it in that behalf and in partial modification of all previous Notifications in this regard the Central Board of Direct Taxes hereby directs that the Appellate Assistant Commissioner of Income-tax of the Ranges specified in Column 2 of the Schedule below shall perform their functions in respect of the persons and income assessed to Income-tax or Supper-tax in the Income-tax Circles, Wards and Districts specified in the corresponding entry in Column 3 thereof:—

#### SCHEDULE

S. No.	Ranges	Income-tax Circles/Wards & Distts.
1	2	3
1.	'H' Range, New Delhi	(i) Distt. VI (1), (2), (3), (4), (5), (6), (7), (8), (9), (10), (10) (Addl.), (11), (12), (13), (14), and (15) New Delhi.  (ii) Distt. VI, Wards A, A (Addl.), (1), A(11), B(Addl.), C, C(Addl.), C(1) C-I (Addl.) D & E, New Delhi.  (iii) Contractors' Circle, New Delhi.
2.	'G' Range, New Delhi	(i) Companies' Circles-XI, XVII, XVIII, New Delhi.  (ii) Special Circle-II, II(Addl.) & IX, New Delhi.  (iii) Trust Circle, New Delhi.  (iv) Income-tax-cum-Estate Duty Circle, New Delhi.  (v) Addl. Estate Duty-cum-Income-tax Circle, New Delhi.

Where an Income-tax Circle, Ward or District or part thereof stands transferred by this Notification from one Range to another Range, appeals arising out of the assessments made in that Income-tax Circle, Ward or District or part thereof and pending immediately before the date of this Notification before the Appellate Assistant Commissioner of the Income-tax of the ranges from whom that Income-tax Circle, Ward or District or part thereof is transferred shall from the date this notification takes effect be transferred to and dealt with by the Appellate Assistant Commissioner of the range to whom the said Circle, Ward or District or part thereof is transferred.

This notification shall take effect from 1-6-1976

[No. 1338 (F.No.261/3/76-ITJ)]

नई दिल्ली, 31 मई, 1976

का० आ० 3039.—आयकर अधिनियम, 1963 (1961 का 43) की धारा 122 की उधारा (1) द्वारा प्रदत्त शक्तियों और इस निमित्त उसे समर्त बनाने वाली अन्य सभी शक्तियों का प्रयोग करने हुए और इस संबंध में सभी पूर्वतन अधिसूचनाओं को अधिकात करते हुए, केन्द्रीय प्रत्यक्ष कर बोहुत निर्देश देता है कि—

(क) नीचे की अनुसूची-I के सम्बन्ध 2 में यथा विनियिष्ट पश्चात्य बंगाल में सशायक आयकर आयुक्त (अपील) की विद्यमान रेजे उसके तत्संबंधी सम्बन्ध 3 में यथा विनियिष्ट रूप से पुनः अधिहित की जाएंगी।

## अनुसूची I

क्रम सं०	वर्तमान अधिनियम	नया अधिनियम
1	2	3
1.	क-रेज, कलकत्ता	क-I, रेज, कलकत्ता
2.	ख-रेज, कलकत्ता	ख-I, रेज, कलकत्ता
3.	ग-रेज, कलकत्ता	ग-II, रेज, कलकत्ता
4.	घ-रेज, कलकत्ता	घ-III, रेज, कलकत्ता
5.	छ-रेज, कलकत्ता	छ-III, रेज, कलकत्ता
6.	झ-रेज, कलकत्ता	झ-IV, रेज, कलकत्ता
7.	झ-रेज, कलकत्ता	झ-IV, रेज, कलकत्ता
8.	क ब-रेज, कलकत्ता	ग-IV, रेज, कलकत्ता
9.	ध-रेज, कलकत्ता	घ-IV, रेज, कलकत्ता
10.	क च-रेज, कलकत्ता	क-V, रेज, कलकत्ता
11.	क ण-रेज, कलकत्ता	क-VI, रेज, कलकत्ता
12.	क ख-रेज, कलकत्ता	ख-VI, रेज, कलकत्ता
13.	क घ-रेज, कलकत्ता	ग-VI, रेज, कलकत्ता
14.	क ठ-रेज, कलकत्ता	क-VII, रेज, कलकत्ता
15.	घ-रेज, कलकत्ता	घ-VII, रेज, कलकत्ता
16.	ठ-रेज, कलकत्ता	क-VIII, रेज, कलकत्ता
17.	क त-रेज, कलकत्ता	ग-VIII, रेज, कलकत्ता
18.	क फ-रेज, कलकत्ता	घ-VIII, रेज, कलकत्ता
19.	ठ-रेज, कलकत्ता	क-IX, रेज, कलकत्ता
20.	ट-रेज, कलकत्ता	ग-IX, रेज, कलकत्ता
21.	क ख-रेज, कलकत्ता	क-X, रेज, कलकत्ता
22.	अ-रेज, कलकत्ता	ख-X, रेज, कलकत्ता
23.	भ-रेज, कलकत्ता	ग-X, रेज, कलकत्ता
24.	त-रेज, कलकत्ता	घ-X, रेज, कलकत्ता
25.	क य-रेज, कलकत्ता	ग-XI, रेज, कलकत्ता
26.	क ट रेज, कलकत्ता	ख-XI, रेज, कलकत्ता
27.	क प-रेज, कलकत्ता	ग-XI, रेज, कलकत्ता
28.	न-रेज, कलकत्ता	घ-XI, रेज, कलकत्ता
29.	क छ-रेज, कलकत्ता	ग-XI, रेज, कलकत्ता
30.	क घ-रेज, कलकत्ता	घ-XI, रेज, कलकत्ता
31.	क फ-रेज, कलकत्ता	क-XII, रेज, कलकत्ता
32.	म-रेज, कलकत्ता	ग-XII, रेज, कलकत्ता
33.	ण-रेज, कलकत्ता	घ-XII, रेज, कलकत्ता
34.	क ढ-रेज, कलकत्ता	ग-XII, रेज, कलकत्ता
35.	क ठ-रेज, कलकत्ता	क घ-XII, रेज, कलकत्ता
36.	प-रेज, कलकत्ता	क-XIII, रेज,
37.	कन्ठ-रेज, कलकत्ता	ख-XIII, रेज, कलकत्ता
38.	ज-रेज, कलकत्ता	ग-XIII, रेज, कलकत्ता
39.	क ग-रेज, कलकत्ता	घ-XIII, रेज, कलकत्ता
40.	थ रेज, कलकत्ता	ड-XIII, रेज, कलकत्ता
41.	क-रेज, आसनसोल	आसनसोल रेज, आसनसोल
42.	सिलीगुड़ी रेज	सिलीगुड़ी 'क' रेज सिलगुड़ी

(ब) नीचे की अनुसूची-II के सम्बन्ध 2 में विनियिष्ट रेजों के सदायक आयकर-आयुक्त (अपील), उसके सम्बन्ध 3 में की सत्संबन्धी प्रविष्टि में विनियिष्ट आयकर सकिलों, वाड़ी और जिलों में आयकर या प्रधिकर के लिए निर्धारित सभी व्यक्तियों और आयों की बाबत धारने हुयों का पालन करेंगे।

## अनुसूची II

क्रम सं०	रेज	आयकर सकिल, वाड़ी और जिले
1	2	3
1.	क I, रेज, कलकत्ता	1. सम्पत्ति युल्क अपील (जिलीय)
2.		2. सम्पदा युल्क-एव आय कर सकिल, कलकत्ता
3.	ख-I, रेज, कलकत्ता	1. कम्पनी जिला-I, कलकत्ता
4.	विशेष अनुभाग, कलकत्ता	2. विशेष अनुभाग, कलकत्ता
5.	क-II, रेज, कलकत्ता	1. कम्पनी जिला-III, कलकत्ता
6.	ख-II, रेज, कलकत्ता	2. कम्पनी जिला-VI, कलकत्ता
7.	सह-आवास सकिल, कलकत्ता	3. सह-आवास आवास सकिल, कलकत्ता
8.	क-III, रेज, कलकत्ता	1. कम्पनी जिला-IV, कलकत्ता
9.		2. विशेष सकिल-VII, कम्पनी जिला IV, कलकत्ता
10.	ख-III, रेज, कलकत्ता	1. जिला-III(I), कलकत्ता
11.	क-IV, रेज, कलकत्ता	1. कम्पनी जिला-II, कलकत्ता (क से व तक और प्रतिरिप्त ख-वाड़ी)
12.	ख-IV, रेज, कलकत्ता	1. कम्पनी जिला-II, कलकत्ता (क से य और प्रतिरिप्त ख-वाड़ी से खिल्ली)
13.		1. सिनेमा सकिल, कलकत्ता।
14.	ग-IV, रेज, कलकत्ता	1. हृष्णी सकिल, कलकत्ता
15.	घ-IV, रेज, कलकत्ता	2. विशेष सकिल-I, हृष्णी सकिल, कलकत्ता
16.		3. विशेष सकिल-II, हृष्णी सकिल, कलकत्ता
17.	ग-V, रेज, कलकत्ता	4. जिला-VIII, कलकत्ता
18.	ख-V, रेज, कलकत्ता	1. कम्पनी जिला-V, कलकत्ता
19.		2. पटसन सकिल, कलकत्ता
20.	ग-VI, रेज, कलकत्ता	3. सह-आवास सकिल, कलकत्ता
21.	घ-VI, रेज, कलकत्ता	4. विदेशी कम्पनी सकिल, कलकत्ता
22.	क-IX, रेज, कलकत्ता	5. विशेष प्रन्त्रेषण सकिल-I, कलकत्ता
23.	ग-X, रेज, कलकत्ता	1. आयकर सकिल, हावड़ा
24.	घ-X, रेज, कलकत्ता	2. विशेष सकिल, हावड़ा
25.	ग-X, रेज, कलकत्ता	3. विशेष सकिल-IV, हावड़ा
26.	ख-XI, रेज, कलकत्ता	1. जिला-III (3), कलकत्ता
27.	ग-XII, रेज, कलकत्ता	2. जिला-II(I), कलकत्ता (क और ख-वाड़ी)
28.	घ-XII, रेज, कलकत्ता	3. विशेष सर्वेक्षण सकिल-IX, कलकत्ता

1	2	3	1	2	3
13. ग-VI, रेज, कलकत्ता		1. जिला-II(1), कलकत्ता (क और छ बांडी से भिन्न) 2. विशेष सर्वेक्षण संकिल-IV, कलकत्ता 3. विशेष सर्वेक्षण संकिल-III, कलकत्ता	25. घ-X, रेज, कलकत्ता		1. जिला-IV(2), कलकत्ता (क से घ, I, अतिरिक्त-क, अतिरिक्त-छ, विशेष संकिल-VIII से भिन्न)
14. क-VII, रेज, कलकत्ता		1. जिला-III(क), कलकत्ता 2. केन्द्रीय बेतन संकिल, कलकत्ता 3. रेज और प्रकोण बेतन संकिल, कलकत्ता	26. घ-X, रेज, कलकत्ता		1. जिला-IV(2), कलकत्ता (घ और छ बांड)
15. घ-VII, रेज, कलकत्ता		1. जिला V क, कलकत्ता 2. व्यास संकिल, कलकत्ता 3. प्रतिदाय संकिल, कलकत्ता 4. चार्टर्ड एकाउन्टेन्ट संकिल, कलकत्ता 5. बीमा अधिकारी संकिल, कलकत्ता	27. क-XI, रेज, कलकत्ता		1. जिला-I (1), कलकत्ता (क से च बांडी से भिन्न)
16. क-VIII, रेज, कलकत्ता		1. जिला-II(2), कलकत्ता (क से घ बांडी से भिन्न) 2. परियोजना संकिल-I, कलकत्ता 3. परियोजना संकिल-II, कलकत्ता 4. परियोजना संकिल, कलकत्ता	28. घ-XI, रेज, कलकत्ता		1. जिला-I(1), कलकत्ता (क से च बांडी से भिन्न)
17. घ-VIII, रेज, कलकत्ता		1. जिला-III(2), कलकत्ता (क से च, और ट बांडी से भिन्न)	29. ग-XI, रेज, कलकत्ता		2. विशेषसर्वेक्षण संकिल-II, कलकत्ता
18. ग-VIII, रेज, कलकत्ता		1. जिला-III(2), कलकत्ता (आ और ट बांड)	30. घ-XI, रेज, कलकत्ता		3. विशेष सर्वेक्षण संकिल-VII, कलकत्ता
19. घ-VIII, रेज, कलकत्ता		1. जिला-II(2), कलकत्ता (क से घ बांड)	31. क-XI, रेज, कलकत्ता		1. जिला-I(2), कलकत्ता (क से ठ बांडी से भिन्न)
20. क-IX, रेज, कलकत्ता		2. जिला-III(2), कलकत्ता (क से घ बांड)	32. क-XII, रेज, कलकत्ता		1. जिला-VII, कलकत्ता
21. घ-IX, रेज, कलकत्ता		3. जिला-III(2), कलकत्ता (क से घ बांड)	33. घ-XII, रेज, कलकत्ता		2. जिला-VI, कलकत्ता (प्रथम अतिरिक्त सर्वेक्षण बांड)
22. क-X, रेज, कलकत्ता		1. जिला-V(I), कलकत्ता (क से छ बांड)	34. ग-XII, रेज, कलकत्ता		1. जिला-VI, कलकत्ता (क से छ बांड, सर्वेक्षण बांड, द्वितीय अतिरिक्त सर्वेक्षण बांड)
23. घ-X, रेज, कलकत्ता		2. जिला-V(2), कलकत्ता 3. विशेष संकिल-III, जिला V (2), कलकत्ता	35. घ-XII, रेज, कलकत्ता		1. जिला-VI, कलकत्ता (क से छ बांड)
24. ग-X, रेज, कलकत्ता		1. जिला V(I), कलकत्ता (क से छ बांड)	36. क-XIII, रेज, कलकत्ता		1. जिला-24, पर्गना
		2. जिला-IV(3), कलकत्ता (क से च बांड)	37. घ-XIII, रेज, कलकत्ता		1. विशेष सर्वेक्षण संकिल-VIII, कलकत्ता (क, प्रथम अतिरिक्त क और द्वितीय अतिरिक्त क बांड)
		2. जिला-IV(2), कलकत्ता (अतिरिक्त छ बांड)	38. ग-XIII, रेज, कलकत्ता		1. विशेष सर्वेक्षण संकिल-VIII, कलकत्ता (क और प्रथम अतिरिक्त छ बांड)
		3. विशेष संकिल VIII, जिला IV (2), कलकत्ता	39. घ-XIII, रेज, कलकत्ता		1. विशेष सर्वेक्षण संकिल-VIII, कलकत्ता (क, प्रथम अतिरिक्त क, द्वितीय अतिरिक्त क, छ और प्रथम अतिरिक्त छ बांडी से भिन्न)
		1. जिला-IV(2), कलकत्ता (क, अतिरिक्त क, छ, ग और झ बांड)	40. क-XIII, रेज, कलकत्ता		1. मुण्डाशब्दाव
		2. जिला-IV(1), कलकत्ता (क से छ बांडी से भिन्न)			2. नाडिया

1	2	3
41. जलपयगुडी-क-रेंज जलपयगुडी	1. जलपयगुडी (क और छ बांडे)	
42. जलपयगुडी छ-रेंज, जलपयगुडी	1. जलपयगुडी (क और छ बांडे से पिछ)	
	2. कूच-बिहार	
43. सिलिगुडी क-रेंज, सिलिगुडी	1. सिलिगुडी	
	2. विशेष सकिल, सिलिगुडी	
44. सिलिगुडी छ-रेंज, सिलिगुडी	1. शर्जिसिंग	
	2. पश्चिमी दीनाजपुर, भास्त्वा	
45. आसनसोल रेंज, आसनसोल	1. आसनसोल	
	2. बूकरा	
	3. पुर्खिया	
	4. मिदानपुर	
46. बर्बादान, रेज, बर्बादान	1. बर्बादान	
	2. विर्भम	
	3. हुगली	

जहाँ कोई आयकर सकिल, बांडे या जिला या उसका भाग इस प्रधिकूचना द्वारा एक रेंज से किसी अन्य रेंज को अन्तरित हो जाता है, वहाँ उस आयकर सकिल, बांडे या जिसे या उसके भाग में किए गए निवारणों से उत्पन्न होने वाली और उस रेंज के, जिससे वह आयकर सकिल, बांडे या जिला या उसका भाग अन्तरित हुआ है, सहायक आयकर प्रायुक्त (प्रायील) के समक्ष इस प्रधिकूचना की तारीख के ठीक पूर्ण संवित घणीं, उस तारीख से जिस तारीख को यह प्रधिकूचना प्रभावी होती है, उस रेंज के, जिसको उक्त सकिल, बांडे या जिला या उसका भाग अन्तरित हुआ है सहायक आयकर प्रायुक्त (प्रायील) को अन्तरित की जाएगी और उसके द्वारा उन पर कार्यालयी की जाएगी।

जहाँ ऐसे सभी सकिल, बांडे और जिले, जिनके मुख्यालय किसी विशिष्ट स्थान पर हैं, किसी सहायक प्रायुक्त (प्रायील) को समनुदेशित कर दिए गए हैं, तो वहाँ उन मुख्यालयों पर के सकिलों, बांडों और जिलों की बाबत, जिन्हें अब उत्तराधिक भी किया जा चुका है, उसको प्रधिकारिता होगी।

यह प्रधिकूचना 1-6-1976 से प्रभावी होगी।

[सं. 1341(फा. सं. 261/11/76-प्राइ. दी. जे.]

New Delhi, the 31<sup>st</sup> May, 1976

**S.O. 3039.**—In exercise of the powers conferred by sub-section (1) of section 122 of the Income Tax Act, 1961 (43 of 1961) and of all other powers enabling it in that behalf and in supersession of all the previous notifications in this regard, the Central Board of Direct Taxes hereby directs that:—

(a) the existing Range of Appellate Assistant Commissioners of Income-tax in West Bengal as specified in column 2 of the schedule-I below shall be re-designated as specified in corresponding column 3 thereof.

#### SCHEDULE-I

Sl. No.	Present Designation	New Designation.
1	2	3
1.	A-Range, Clacutta.	A-I, Range, Clacutta.
2.	B-Range, Clacutta.	B-I, Range, Calcutta.
3.	C-Range, Clacutta.	A-II, Range, Calcutta.
4.	D-Range, Clacutta.	A-III, Range, Calcutta.
5.	G-Range, Clacutta.	B-III, Range, Calcutta.
6.	B-Range, Clacutta.	A-IV, Range, Calcutta.

1	2	3
7.	W-Range, Calcutta.	B-IV, Range, Calcutta.
8.	AW-Range, Calcutta.	C-IV, Range, Calcutta.
9.	Q-Range, Clacutta.	D-IV, Range, Calcutta.
10.	AF-Range, Calcutta.	A-V, Range, Calcutta.
11.	AO-Range, Calcutta.	A-VI, Range, Calcutta.
12.	AB-Range, Calcutta.	B-VI, Range, Calcutta.
13.	AS-Range, Calcutta.	C-VI, Range, Calcutta.
14.	N-Range, Calcutta.	A-VII, Range, Calcutta.
15.	S-Range, Calcutta.	V-VII, Range, Calcutta.
16.	L-Range, Calcutta.	A-VIII, Range, Calcutta.
17.	AP-Range, Calcutta.	B-VIII, Range, Calcutta.
18.	AV-Range, Calcutta.	C-VIII, Range, Calcutta.
19.	M-Range, Calcutta.	D-VIII, Range, Calcutta.
20.	K-Range, Calcutta.	A-IX, Range, Clacutta.
21.	AD-Range, Calcutta.	B-IX, Range, Calcutta.
22.	J-Range, Calcutta.	A-X, Range, Calcutta.
23.	X-Range, Calcutta.	B-X, Range, Calcutta.
24.	P-Range, Calcutta.	C-X, Range, Calcutta.
25.	AZ-Range, Calcutta.	D-X, Range, Calcutta.
26.	AK-Range, Calcutta.	E-X, Range, Calcutta.
27.	AU-Range, Calcutta.	A-XI, Range, Calcutta.
28.	T-Range, Calcutta.	B-XI, Range, Calcutta.
29.	AG-Range, Calcutta.	C-XI, Range, Calcutta.
30.	AX-Range, Calcutta.	D-XI, Range, Calcutta.
31.	AA-Range, Calcutta.	E-XI-Range, Calcutta.
32.	Y-Range, Calcutta.	A-XII, Range, Calcutta.
33.	O-Range, Calcutta.	B-XII, Range, Calcutta.
34.	AM-Range, Calcutta.	C-XII, Range, Calcutta.
35.	AN-Range, Calcutta.	D-XII, Range, Calcutta.
36.	U-Range, Calcutta.	A-XIII, Range, Calcutta.
37.	AL-Range, Calcutta.	B-XIII, Range, Calcutta.
38.	H-Range, Calcutta.	C-XIII, Range, Calcutta.
39.	AC-Range, Calcutta.	D-XIII, Range, Calcutta.
40.	Z-Range, Calcutta.	E-XIII, Range, Calcutta.
41.	A-Range, Asansol.	Asansol Range, Asansol.
	42. Siliguri Range.	Siliguri 'A' Range, Siliguri.

(b) The Appellate Assistant Commissioner of Income Tax of the Ranges specified in col. 2 of the schedule-II below shall perform their functions in respect of all persons and incomes assessed to Income-tax or Supper-tax in the Income-tax Circle, Wards and Districts specified in the corresponding entry in cols. 3 thereof.

#### SCHEDULE-II

Sl. No.	Ranges	Income-tax Circles, Wards and Districts
1	2	3
1.	A-I-Range, Calcutta.	1. Estate Duty Appeals (Zonal)
		2. Estate Duty-Cum-I.T. Circle, Calcutta.
2.	B-I, Range, Calcutta.	1. Companies District-I, Calcutta.
		2. Foreign Section, Calcutta.
3.	A-II, Range, Calcutta.	1. Companies District-III, Calcutta.
		2. Companies District-VI, Calcutta.
		3. Co-operative Housing Circle, Calcutta.
4.	A-III, Range, Calcutta.	1. Companies District-IV, Calcutta.
		2. Special Circle-VII, Companies District-IV, Calcutta.

1	2	3	1	2	3
5. B-III, Range, Calcutta.	1. District-III(I), Calcutta.		20. A-IX, Range, Calcutta.	1. Distt. V(I), Calcutta (A to C-Wards).	
6. A-IV, Range, Calcutta.	1. Companies District-II, Calcutta (A to F and Additional B-Ward).			2. Distt. V(2), Calcutta.	
7. B-IV, Range, Calcutta.	1. Companies District-II, Calcutta (Other than A to F and Additional B-Wards).			3. Special Circle-III, District V(2), Calcutta.	
8. C-IV, Range, Calcutta.	1. Cinema Circle, Calcutta.		21. B-IX, Range, Calcutta.	1. District V(I), Calcutta (Other than A to C-Wards).	
9. B-IV, Range, Calcutta.	1. Hindi Circle, Calcutta. 2. Special Circle-I, Hindi Circle Calcutta. 3. Special Circle-II, Hindi Circle, Calcutta. 4. District-VIII, Calcutta.		22. A-X, Range, Calcutta.	1. District IV(I), Calcutta (A to C-Wards).	
10. A-V, Range, Calcutta.	1. Companies District-V, Calcutta. 2. Jute Circle, Calcutta. 3. Co-operative Circle, Calcutta. 4. Foreign Companies Circle, Calcutta. 5. Special Investigation Circle-I, Calcutta.		23. B-X, Range, Calcutta.	1. District IV(3), Calcutta (A to F-Wards). 2. District IV(2), Calcutta (Additional C-Wards). 3. Special Circle-VIII, District IV(2), Calcutta.	
11. A-VI, Range, Calcutta.	1. I.T. Circle, Howrah. 2. Special Circle-IV, Howrah. 3. Special Circle-V, Howrah.		24. C-X, Range, Calcutta.	1. District IV(2), Calcutta (A, Additional A, B, C, and I-Wards). 2. District IV(I), Calcutta (Other than A to G-Wards).	
12. B-VI, Range, Calcutta.	1. District-III(3), Calcutta. 2. District II(I), Calcutta (A and D-Ward). 3. Special Survey Circle-IX, Calcutta.		25. B-X, Range, Calcutta.	1. District IV(2), Calcutta (Other than A to B, I, Additional-A, Additional-C, Special Circle-VIII).	
13. C-VI, Range, Calcutta.	1. District-II(I) Calcutta (Other than A and B-Wards). 2. Special Survey Circle-IV, Calcutta. 3. Special Survey Circle-III, Calcutta.		26. E-X, Range, Calcutta.	1. District IV(2), Calcutta (B& E-Wards). 2. District IV(3), Calcutta (Other than A to F-Wards).	
14. A-VII, Range, Calcutta.	1. District-III(A), Calcutta. 2. Central Salaries Circle, Calcutta. 3. Railways & Miscellaneous Salaries, Circle, Calcutta.		27. A-XI, Range, Calcutta.	1. District I(I), Calcutta (Other than A to F-Wards).	
15. B-VII, Range, Calcutta.	1. District VA, Calcutta. 2. Trust Circle, Calcutta. 3. Refund Circle, Calcutta. 4. Chartered Accountants Circle, Calcutta. 5. Insurance Agents Circle, Calcutta.		28. B-XI, Range, Calcutta.	1. District I(I), Calcutta (Other than A to F-Wards). 2. Special Survey Circle VII Calcutta. 3. Special Survey Circle-VII, Calcutta.	
16. A-VIII, Range, Calcutta.	1. Distt. II(2), Calcutta (Other than A to B-Wards). 2. Project Circle-I, Calcutta. 3. Project Circle-II, Calcutta. 4. Project Circle, Calcutta.		29. C-XI, Range, Calcutta.	1. District I(2), Calcutta (A to F-Wards).	
17. B-VIII, Range, Calcutta.	1. Distt. III(2), Calcutta (Other than A to F-J and E-Wards).		30. B-XI, Range, Calcutta.	1. District I(2), Calcutta (G to L-Wards).	
18. C-VIII, Range, Calcutta.	1. District III(2), Calcutta (J and E-Wards).		31. E-XI, Range, Calcutta.	1. District I(2), Calcutta (Other than A to L-Wards).	
19. D-VIII, Range, Calcutta.	1. Distt. II(2), Calcutta (A to D-Wards). 2. District III(2), Calcutta (1A to F-Wards).		32. A-XII, Range, Calcutta.	1. District-VII, Calcutta. 2. District-VI, Calcutta (1st. Additional Survey Ward).	
			33. B-XII, Range, Calcutta.	1. District VI, Calcutta (A to E-Wards, Survey Ward, 2nd Additional Survey Ward).	
			34. C-XII, Range, Calcutta.	1. District-VI, Calcutta (All Wards other than A to J, Survey, 1st. Additional Survey and 2nd. Additional Survey Wards).	
			35. D-XII, Range, Calcutta.	1. District VI, Calcutta (F to J-Wards).	
			36. A-XIII, Range, Calcutta.	1. Distt. 24-Parganas.	
			37. B-XIII, Range, Calcutta.	1. Special Survey Circle-VIII, Calcutta (A, 1st. Additional-A and 2nd Additional A-Wards).	
			38. C-XIII, Range, Calcutta.	1. Special Survey Circle-VIII, Calcutta (B & 1st Additional B-Wrds).	

1	2	3	अनुसूची
39. D-XIII, Range, Calcutta.	1. Special Survey Circle-VIII, Calcutta (Other than A, 1st. Additional- A, 2nd Additional A, B and 1st Additional-B-Wards).	मुख्यालय सहित रेज	प्रायकर सकिल, बांड और जिले
40. B-XIII, Range, Calcutta.	1. Murshidabad. 2. Nadia. 3. Special Investigation Circle-II, Calcutta.	1 रेज-I, डिबूगढ़	(1) कम्पनी सकिल, डिबूगढ़ (2) बेतन सकिल, डिबूगढ़ (3) शिवसागर सकिल
41. Jalpaiguri A-Range, Jalpaiguri.	1. Jalaiguri (A & B-Wards).	2 रेज-II, डिबूगढ़	(1) डिबूगढ़ सकिल के क-वार्ड, ब-वार्ड और ग-वार्ड (2) केन्द्रीय सकिल, डिबूगढ़ (3) मालदा युक्त-एवं-प्रायकर सकिल, डिबूगढ़
42. Jalpaiguri B-Range, Jalpaiguri.	1. Jalpaiguri (Other than 1 and B Wards). 2. Cooch-Behar.	3 रेज-III, डिबूगढ़	(1) ऐसी ग्रामीणों को छोड़कर, जो सहायक प्रायकर आयुक्त (प्रपील), रेज-I और रेज-II डिबूगढ़ को आवंटित की गई हैं, डिबूगढ़ सकिल की अन्य सभी ग्रामीणें। (2) तिनमुकिया गांकिन (3) विग्नोई सकिल
43. Siliguri A-Range, Siliguri.	1. Siliguri. 2. Special Circle, Siliguri.	4 जोहाटि रेज, जोहाटि	(1) जोहाटि सकिल (2) कोलाघाट सकिल (3) विमापुर सकिल
44. Siliguri B-Range, Siliguri.	1. Darjeeling. 2. West Dinajpur, Malda.	5 रेज-I, गोहाटी	(1) गोहाटी सकिल के क-वार्ड, अतिरिक्त क-वार्ड, ग-वार्ड, घ-वार्ड, विशेष बांड और सर्वेक्षण बार्ड। (2) विशेष सकिल, गोहाटी (3) तुंबी सकिल
45. Asansol Range, Asansol.	1. Asansol. 2. Bankura. 3. Purulia. 4. Midnapore.	6 रेज-II, गोहाटी	(1) ऐसी ग्रामीणों को छोड़कर, जो सहायक प्रायकर आयुक्त (प्रपील) रेज-I, गोहाटी को आवंटित की गई है, गोहाटी सकिल की अन्य सभी ग्रामीणें। (2) तल्लारी सकिल
46. Burdwan Range, Burdwan.	1. Burdwan. 2. Birbhum. 3. Hooghly.	7 शिलांग रेज, शिलांग	(1) विशेष सकिल, शिलांग (2) बेतन सकिल, शिलांग (3) शिलांग सकिल (4) इम्फाल सकिल (5) सिल्छर सकिल (6) करीमगंज सकिल (7) प्रगतना सकिल (8) तेजपुर सकिल (9) तोगांग सकिल

Where an Income-tax Circle, Ward or District or part thereof stands transferred by this notification from one Range to another Range, appeals arising out of assessments made in that Income-tax Circle, Ward or District or part thereof and pending immediately before the date of this notification before the Appellate Assistant Commissioner of Range from whom that Income-tax Circle, Ward or District or part thereof is transferred shall, from the date this notification takes effect, be transferred to and dealt with by the Appellate Assistant Commissioner of Income-tax of the Range to whom the said circle, Ward or District or part thereof is transferred.

Where all Circles, Wards and Districts having Headquarters at a particular place have been assigned to an Appellate Assistant Commissioner, he will have jurisdiction in respect of Circle, Wards and District at there headquarters since abolished also.

This Notification shall take effect from 1-6-76.

**EXPLANATORY NOTE :**—The Notification has become necessary due to the re-alignment and re-allocation of the work amongst the Appellate Assistant Commissioners consequent on creation and abolition of some Ranges.

(The above note does not form part of the notification but is intended to be merely clarificatory).

[No. 1341(F.No.261/11/76-ITJ]

नई विल्सी, 1 जून, 1976

क्रा० आ० 3040.—प्रायकर अधिनियम, 1961 (1961 का 43) की बारा 122 की उपधारा (1) द्वारा प्रदत्त अधिकारों और इस नियमित उसे समर्थ बनाने वाली अन्य सभी शक्तियों का प्रयोग करते हुए और इस संबंध में सभी पूर्वतन अधिसूचनाओं को अधिकृत करते हुए, केन्द्रीय प्रत्यक्ष कर बोर्ड निर्देश देता है कि नीचे की प्रत्युक्ती के स्तरम् 1 में विविध रेजों के सहायक प्रायकर आयुक्त (प्रपील) उसके स्तरम् 2 में की तत्सम्बन्धी प्रविधि में विविधिष्ट प्रायकर सकिलों, बांडों और जिलों में प्रायकर या प्रधिकर से निर्धारित मसी अधिकारों और प्रायों के बारे में अपने हृत्यों का पालन करेंगे।—

जहां कोई प्रायकर सकिल, बांड या जिला या उसका भाग इस अधिसूचना द्वारा एक रेज से किसी अन्य रेज को प्रत्यक्षित हो जाता है, वह उस प्रायकर सकिल बांड या जिले या उसके भाग में किए गए निर्धारणों से उत्पन्न होने वाली और उस रेज के, जिसने वह प्रायकर सकिल, बांड या जिला या उसका भाग प्रत्यक्षित हुआ है, सहायक प्रायकर आयुक्त (प्रपील) के समक्ष इस अधिसूचना की पारीब के ठीक पूर्ण लिखित ग्रामीणों, उस तारीख से जिस सारीब को वह अधिसूचना प्रभावी होती है, उस रेज के, जिसको उक्त सकिल बांड, या जिला या उसका भाग प्रत्यक्षित हुआ है सहायक प्रायकर आयुक्त (प्रपील) को प्रत्यक्षित की जाएगी और उसके द्वारा उन पर कार्यक्रमी की जाएगी।

जहाँ कोई विशिष्ट श्रील/श्रीले इम प्रधिष्ठूतना के जारी किए जाने से पूर्व किसी विशेष प्रधिष्ठूतना द्वारा सहायक आयकर आयुक्त (श्रील), विशेष रेंज, डिव्हूग्ड, सहायक आयकर आयुक्त (श्रील), विशेष रेंज, गोहाटी सहायक आयकर आयुक्त (श्रील) नेजपुर रेज और सहायक आयकर आयुक्त (श्रील) सिल्वर रेंज को ममन्देवित की गई थी। और इस प्रधिष्ठूतना की तारीख के पूर्व निपाठान के लिए लंबित है/हैं, ऐसी श्रील/श्रीलें त्रयम्। महायक आयकर-आयुक्त (श्रील), रेंज-II, डिव्हूग्ड, सहायक आयकर आयुक्त (श्रील), रेंज-I, गोहाटी, महायक आयकर आयुक्त (श्रील), शिल्वलॉग रेज को उस तारीख से अन्तरिक्ष कर दी जाएगी/जाएंगी, जिम सारीख को यह प्रधिष्ठूतना प्रभावी होती है।

मह मधिसूचना 1-6-1976 से प्रभावी होगी।

[सं० 1343 (फा०सं० 261/6/76 आईटीजे)]  
एस० रामस्वामी, भ्रवर सचिव

New Delhi, the 1st June, 1976

**S.O. 3040.**—In exercise of the powers conferred by Sub-section (1) of Section 122 of the Income-tax Act, 1961 (43 of 1961) and of all other powers enabling it in that behalf and in supersession of all previous notifications in this regard, the Central Board of Direct Taxes hereby directs that the Appellate Assistant Commissioners of Income-tax of the Range, Specified in column 1 of the Schedule below shall perform their functions in respect of all persons and income assessed to Income-tax or Super-tax in the Income-tax Wards, Circles and Districts specified in the corresponding entry in column 2 thereof:—

## SCHEDULE

Range with Head Quarters	Income-tax Circles, Wards & Districts
1	2
1. Range-I, Dibrugarh.	(i) Company Circle, Dibrugarh. (ii) Salary Circle, Dibrugarh. (iii) Sibsagar Circle.
2. Range-II, Dibrugarh.	(i) A-Ward, B-Ward and C-Ward of Dibrugarh Circle. (ii) Central Circle, Dibrugarh. (iii) E.D. Cum IT. Circle, Dibrugarh.
3. Range-III, Dibrugarh.	(i) All other appeals of Dibrugarh Circles excluding those allotted to AACs, Range-I and Range-II, Dibrugarh. (ii) Tinsukia Circle. (iii) Digboi Circle.
4. Jorhat Range, Jorhat.	(i) Jorhat Circle. (ii) Golaghat Circle. (iii) Dinapur Circle.
5. Range-I, Gauhati.	(i) A-Ward, Addl. A-Ward, C-Ward, D-Ward, Special Ward and Survey Ward of Gauhati Circle. (ii) Special Circle, Gauhati. (iii) Dhubri Circle.
6. Range-II, Gauhati.	(i) All other appeals of Gauhati Circles excluding those allotted to AAC, Range-I, Gauhati. (ii) Nalbari Circle.

1	2
<p><b>7. Shillong Range, Shillong.</b></p> <ul style="list-style-type: none"> <li>(i) Special Circle, Shillong.</li> <li>(ii) Salary Circle, Shillong.</li> <li>(iii) Shillong Circle.</li> <li>(iv) Imphal Circle.</li> <li>(v) Silchar Circle.</li> <li>(vi) Karimganj Circle.</li> <li>(vii) Agartala Circle.</li> <li>(viii) Tezpur Circle.</li> <li>(ix) Nowrang Circle.</li> </ul>	

Where an Income-tax Circle, Ward, Disirict or part thereof stands transferred by this notification from one Range to another Range, appeals arising out of assessments made in that Income-tax Circle, Ward or District or Part thereof and pending immediately before the date of this notification before the Appellate Assistant Commissioner of the Range from whom that Income-tax Circle, Ward or District or part thereof is transferred shall from the date this notification takes effect, be transferred to and dealt with by the Appellate Assistant Commissioner of the Range to whom the said Circle, Ward or Disrict or Part thereof is transferred.

Where any particular appeal/appeals was/were assigned by any special Notification before issue of this Notification to AAC, Special Range, Dibrugarh; AAC, Special Range, Gauhati, AAC, Tezpur Range and AAC, Silchar Range, and is/are pending for disposal before the date of this Notification, such appeal/appeals shall be transferred from the date this Notification takes effect to the AAC, Range-II, Dibrugarh; AAC, Range-I, Gauhati; AAC, Shillong Range and AAC, Shillong Range, respectively.

This Notification shall take effect from 1-6-76.

**EXPLANATORY NOTE :—**This Notification has become necessary consequent on the abolition of Silchar Range, Tezpur Range, Spl. Range, Dibrugarh, Spl. Range, Gauhati and creation of Shillong Range, Range-II, Dibrugarh, Range-III, Dibrugarh and Range-II, Gauhati and on consequential re-allocation of jurisdiction of ACCs in the Commissioner's Charge.

(This note does not form a part of Notification but is intended to be merely clarificatory.)

[No. 1343(F.No.261/6/76-ITJ)]  
S. RAMASWAMI, Under Secy.

## आपकर आपकर कायालिय, पहियाला-II

पटियाला, 29 जुलाई, 1976

कांगड़ा 3041.---यतः केन्द्रीय सरकार की राय है कि लोकहित में यह आवश्यक तथा समीचीन है कि ऐसे करबाताधों के नाम तथा उनसे सम्बन्धित अन्य विशिष्टियां प्रकाशित की जाएं, जिन पर वित्तीय वर्ष 1975-76 के दौरान 5,000 रु. से अन्यून का जुर्माना लगाया गया था।

और यत. आयकर भवित्वित्यम् (1961 का 43) की धारा 287 द्वारा प्रदत्त विविधों का तथा इस निमित्त उसे समर्थ बनाने वाली अन्य सभी विविधों का प्रयोग करते हुए केन्द्रीय सरकार ने अपने विनांक 25 मार्ष, 1969 के प्रादेश द्वारा सभी आयकर आयकरों को, उनके अधिकार क्षेत्र के भीतर पैसे करदाताओं के नाम, परे, हैमियन, कर निर्धारण वर्ष तथा लगाए गए जुर्माने का अधीरा, जिसमें करदाताओं से सम्बद्धित जुर्माने की राशि तथा प्रकृति (प्रकार) भी शामिल होंगी तथा जिन पर वित्तीय वर्ष 1975-76 के दौरान 5,000 रु. से अन्यून का जुर्माना लगाया गया था, प्रकाशित करने के लिए प्रायिकृत किया है।

मत: अब केन्द्रीय सरकार द्वारा उसके दिनांक 25 मार्च, 1969 के पुर्वोक्त धारेय द्वारा प्रस्तु गवितमानों का प्रयोग करते हुए, मैं इससे

संलग्न अनुसूची i एवं ii में पूर्वोक्त करवाताश्रों के नाम तथा अन्य विविधियाँ एतद्वारा प्रकाशित करता है।

### अनुसूची-I

#### आयकर विभाग, पटियाला

ऐसे करवाता, जिन पर विस्तीर्ण वर्ष 1975-76 के दौरान आय छिपाने के कारण 5,000 रु से अन्यून का जुर्माना लगाया गया था (i) हैसियत के लिए, 'एफ' फर्म के लिए (ii) कर निधारण वर्ष के लिए तथा (iii) लगाए गए जुर्माने के लिए है।

1. मैसर्स, जोध सिंह गुजराल, अम्बाला कैंट (i) 'एफ' (ii) 1971-72 (iii) 13,996 रु।

2. मैसर्स के. एच. अवर्म, पानीपत (i) 'एफ' (ii) 1971-72 (iii) 5,600 रु।

### अनुसूची-II

#### आयकर विभाग, पटियाला

ऐसे करवाता, जिन पर विस्तीर्ण वर्ष 1975-76 के दौरान आय की विवरणी काइल न करने अथवा लेखा भवित्वों प्रस्तुत न करने के कारण 5,000 रु से अन्यून का जुर्माना लगाया गया था (i) हैसियत के लिए है, 'ए' व्यक्ति संगम के लिए, 'एफ' फर्म के लिए 'आई' व्यष्टि के लिए (ii) कर निधारण वर्ष के लिए तथा (iii) लगाए गए जुर्माने के लिए है।

1. मैसर्ज लाडवा कोऑपरेटिव मार्किटिंग सोसाइटी लाडवा (i) 'ए' (ii) 1971-72 (iii) 9,000 रु।

2. मैसर्ज पक्का अर्थिल्या एसोसिएशन, कुरुक्षेत्र (i) 'एफ' (ii) 1971-72 (iii) 6,050 रु।

3. श्री दरयाई पाल बाइन कन्ट्रैक्टर, करनाल (i) 'आई' (ii) 1968-69 (iii) 7,364 रु।

4. श्री दरयाई पाल बाइन कन्ट्रैक्टर, करनाल (i) 'आई' (ii) 1969-70 (iii) 8,948 रु।

5. श्री गुरुचरण गिल सुपुत्र श्री परसाय सिंह, म० न० 325, वाडे न० 5, शाहबाद (i) 'आई' (ii) 1969-70 (iii) 9,966 रु।

6. श्री व्यास वेब छोगरा, मालिक मैसर्ज छोगरा स्टील इण्डस्ट्रीज, करीबाबाद (i) 'आई' (ii) 1961-62 (iii) 5,142 रु।

7. श्री व्यास वेब छोगरा, मालिक मैसर्ज छोगरा स्टील इण्डस्ट्रीज, करीबाबाद (i) 'आई' (ii) 1961-62 (iii) 8,570 रु।

[का० स० मुख्या०-II/प्रकाशन/जुर्माना द०/76-77/12]

एम० एस० उम्रीनाथर, आयकर अधिकारी

#### Office of the Commissioner of Income Tax, Patiala-II

Patiala, the 29th July, 1976

S.O. 3041.—Whereas the Central Government is of the opinion that it is necessary and expedient in public interest to publish the names and other particulars relating to assessees on whom penalty of not less than Rs. 5,000/- was imposed during the financial year 1975-76;

And whereas in exercise of the powers conferred by section 287 of the Income-tax Act (43 of 1961) and all other powers enabling them in this behalf the Central Government has by its order dated 25th March, 1969 authorised all Commissioners of Income-tax to publish the names, addresses, status, assessment year and details of penalties levied which

would include the amounts and nature of penalties relating to assessees, within their jurisdiction and on whom a penalty of not less than Rs. 5,000/- was imposed during the financial year 1975-76;

Now, therefore, in exercise of the powers conferred on me by the Central Government by its aforesaid order dated 25th March, 1969 I hereby publish in schedule-I & II, hereto annexed, the names and other particulars of the assessees aforesaid.

### SCHEDULE-I

#### Income Tax Department, Patiala

Assessee on whom a penalty of not less than Rs. 5,000/- was imposed for concealment of income during the financial year 1975-76: (i) is for status 'F' for Firm: (ii) for assessment year and (iii) for penalty imposed.

1. M/s. Jodh Singh Gujral, Ambala Cantt (i) 'F' (ii) 1971-72 (iii) Rs. 13,996/-.
2. M/s. K. H. Brothers, Panipat (i) 'F' (ii) 1971-72 (iii) Rs. 5,600/-.

### SCHEDULE-II

#### Income Tax Department, Patiala

Assessee on whom a penalty of not less than Rs. 5,000/- was imposed for failure to file return of income or to produce books of account during the financial year 1975-76: (i) is for status 'A' for Association of persons; 'F' for Firm T for Individual (ii) for assessment year and (iii) for penalty imposed.

1. M/s. Ladwa Co-operative Marketing Society, Ladwa (i) 'A' (ii) 1971-72 (iii) Rs. 9,000/-.
2. M/s. Pacca Arhtiya Association Kurukshetra (i) 'F' (ii) 1971-72 (iii) Rs. 6,050/-.
3. Shri Daryai Lal, Wine Contractor, Karnal (i) 'T' (ii) 1968-69 (iii) Rs. 7,364/-.
4. Shri Daryai Lal, Wine Contractor, Karnal (i) 'T' (ii) 1969-70 (iii) Rs. 8,948/-.
5. Shri Gurcharan Singh S/o Shri Partap Singh, H. No 325, Ward No. 5, Shahbad (i) 'T' (ii) 1969-70 (iii) Rs. 9,966/-.
6. Shri Bias Dev Dogra Prop : M/s. Dogra Steel Industries Faridabad (i) 'T' (ii) 1961-62 (iii) Rs. 5,142/-.
7. Shri Bias Dev Dogra Prop : M/s. Dogra Steel Industries, Faridabad (i) 'T' (ii) 1961-62 (iii) Rs. 8,575/-.

[F. No. H. Q. II/Pub./Penalty/76-77/12]

M. S. UNNINAYAR, Commissioner of Income-tax

(अध्ययन विभाग)

नई दिल्ली, 30 अगस्त, 1976

का०आ० 3042.—राष्ट्रपति, संविधान के अनुच्छेद 309 के परामुख तथा अनुच्छेद 148 के अन्त (5) द्वारा प्रवत्त भवित्वों का प्रयोग करने हुए और भारतीय लेखा परीक्षा और लेखा विभाग में सेवा कर रहे व्यविधियों के मन्तव्य में नियंत्रक महालेखा परीक्षक से परामर्श करने के पश्चात्, मिनिल पेशन (संराजिकरण) नियम में और संशोधन करने के लिए निम्नालिखित नियम बनाते हैं, पर्याप्तः—

1. (1) इन नियमों का संक्षिप्त नाम सिविल पेशन (संराजिकरण) (.....संशोधन) नियम 1976 है।

(2) ये गतिपत्र में प्रकाशन की तारीख को प्रवृत्त होगी।  
 2 गियिल सेंचुर (मंगलिकारण) नियम में, नियम 6 के खण्ड (i) के स्थान पर नियमित रूप से जाएगा, अर्थात् —

"(i) इस नियम के खण्ड (3) में सार्वजनिक उपचारों तक प्रवृत्त (1) के परन्तु इसमें आवेदन की आपसी त्री वायन उपचारों के अधीन इन्हें हुए, सरांशिकरण आत्मन्ततावाचारण जाएगा, अर्थात् जिभ आवेदन की चिह्निता बाई/प्राधिकारी विकास इमारात गर इन्हें कहा है उस तरीख को नियमित संराशिकृत रूप से प्राप्त करने का हकदार हो जायेगा। सरांशिकृत मूल्य का गदाय यथा मम्बद्ध शीघ्र किया जायेगा इन्हें हालिंग अधिकारी की दण में तब तक काई सदाय नहीं किया जाएगा जब तक सरांशिकरण की नियमित स्वीकृति प्राप्त नहीं हो जाती अथवा वह अधिकारी महात्मा नहीं हो जाती जब तक सरांशिकरण के आवेदन को वापिस लिया जा सकता है। संराशिकरण के परिणामस्वरूप पेशन की रकम में से कभी करना, पेशन भोगी द्वारा पेशन के संराशिकृत मूल्य की प्राप्ति की तारीख से अथवा महालेश्वरापाल द्वाया पेशन भोगी को पेशन के संराशिकृत मूल्य का समरूप कर लेने के लिए प्राधिकार जारी करने के तीन मास के पश्चात्, दोनों में से जो भी पूर्वतः हो, प्रवृत्तमान हो जायेगा। अन्यान्य अधिकारी, महालेश्वरापाल को समूचित करते हुए, इस तारीख को पेशन सदाय आवेदन के दोनों भागों में दर्ज करेगा।"

[मो 14(2)-ई०बी० (ए) / 75]

एस० एम० एल० मल्होत्रा, अव० सचिव

#### (Department of Expenditure)

New Delhi, the 30th April, 1976

**S.O. 3042.**—In exercise of the powers conferred by the proviso to article 309 and clause (5) of article 148 of the Constitution and after consultation with the Comptroller and Auditor General in relation to persons serving in the Indian Audit and Accounts Department, the President hereby makes the following rules further to amend the Civil Pensions (Commutation) Rules, namely:—

- (1) The rules may be called the Civil Pensions (Commutation) (Amendment) Rules, 1976
- The shall come into force on the date of their publication in the Official Gazette.
- In the Civil Pensions (Commutation) Rules, for clause (2) of rule 6 the following shall be substituted, namely:—
 

(2) Subject to the provisions contained in clause (3) and subject to the provisions for withdrawal of an application contained in the proviso to clause (1) of this rule, the commutation shall become absolute, that is, the pensioner shall become entitled to receive the commuted value, on the date on which the Medical Board/Authority signs the medical certificate. Payment of the commuted value shall be made as expeditiously as possible, but in the case of an impaired life no payment shall be made until either a written acceptance of the commutation has been received or the period within which the application for the commutation may be withdrawn has expired. The reduction in the amount of pension on account of commutation shall become operative from the date of receipt of the commuted value of the pension by the pensioner or three months after the issue of the authority asking the pensioner to collect the commuted value of the pension by the Accountant General, whichever is earlier. This date will

be entered in both halves of the Pension Payment Order by the Treasury Officer under intimation to the Accountant General".

[No. 14(2) F.V.(A)/75]  
 S. S. MALHOTRA, Under Secy.

आदेश

नई दिल्ली, 6 अगस्त, 1976

का०आ० 3043—राष्ट्रपति, केन्द्रीय मिशन सेवा (वर्गीकरण, नियंत्रण और अपील) नियम, 1965 के उपनियम (2) के अनुसार यहां आवेदन की विधि को, भारतीय लोक परीक्षा तथा लोकों सेवा के लिए चुने गये तथा उस अकादमी में प्रशिक्षण प्राप्त करने के लिए भेजे गये किसी भी परिवेशाधीन अधिकारी पर, उस नियमों के नियम 11 के खण्ड (i) और (iii) में विविध से कोई भी शास्त्रीय प्रधिरोपण करने के लिए सक्षम करते हैं।

[मक्का शी० 11021/1/76-ई०जी०]  
 एस० के० दाम, अव० सचिव

#### ORDER

New Delhi, the 6th August, 1976

**S.O. 3043.**—In pursuance of sub-rule (2) of rule 12 of the Central Civil Services (Classification, Control and Appeal) Rules, 1965, the President hereby empowers the Director, Lal Bahadur Shastri National Academy of Administration to impose any of the penalties specified in clauses (i) and (iii) of rule 11 of the said rules on any probationer selected for the Indian Audit and Accounts Service and deputed for undergoing training at the said Academy.

[No. C-11021/1/76-EG 1]  
 S. K. DAS, Under Secy.

#### इलायकी भवानीय

(नियमित उत्पादन विभाग)

नई दिल्ली, 4 अगस्त, 1976

(इलायकी बोर्ड) —

का०आ० 3044.—इलायकी भवित्वियम, 1965 (1965 का 42) की धारा 4 की उपधारा (4) के मात्र पठिन उपधारा (3) के खण्ड (क) द्वारा प्रवृत्त शक्तियों का प्रयोग करने हुए केशीय भरकार और एस० आन्दी के स्थान पर थी एस० जी० सुन्दरम्, आई०ए०एस० को 7 जनवरी, 1976 के अपराह्न से आरम्भ होकर 25 अगस्त, 1978 तक की अवधि के लिए, जिसमें यह तारीख भी शास्त्रीय है, इलायकी बोर्ड, एन्कुलम के अध्यक्ष के पद पर नियुक्त करती है।

#### व्यापारात्मक व्यापार

इलायकी बोर्ड, एन्कुलम के अध्यक्ष का पद एक सांविधिक पद है, जिसमें काफी उत्तराधिकृत भवनसंस्थ है प्रौद्य इसे आनी नहीं रखा जा सकता। प्रौद्य के एस० आन्दी को, जिन्होंने एवह बोर्ड के अधिकारियत इलायकी बोर्ड के अध्यक्ष के पद का कार्यभार अस्थायी व्यवस्था के लिए में सम्मान रखा था, 7-1-76 (आराह्त) को इस बोर्डे उत्तराधिकृत से भूल कर दिया गया। श्री एस० जी० सुन्दरम्, आई०ए०एस० में, जो हारियाणा सरकार के अत्यन्त कार्य कर रहे हैं, कहा गया कि वे प्रौद्य के एस० आन्दी में इलायकी बोर्ड के अध्यक्ष पद का कार्यभार लें लें। श्री एस० जी० सुन्दरम् ने 7 जनवरी, 1976 के अपराह्न को अध्यक्ष पद का कार्यभार सम्मान दिया। मंत्रालय को यह तारीख केवल

15-1-76 को कार्यभार रिपोर्ट प्राप्त होने के बाद ही मालूम हुई। अतः श्री गुन्दरम् ड्वारा इतायकी बोर्ड के अध्यक्ष के पद का कार्यभार प्रहण करने की मर्ही तारीख जाने बिना अधिसूचना पहले जारी करना संभव न था। इसलिए उनके द्वारा किए गए साविधिक कार्यों की नियमित करने के लिए इस अधिसूचना को भूतकालीन प्रभाव से यागू बनाने के अलावा और कोई विवर नहीं है। यहां पर यह भी उल्लेखनीय है कि इसकी भूतकालीन प्रभाव से यागू करने में इतायकी बोर्ड में किसी पर भी प्रतिकूल प्रभाव नहीं पहेंगा।

[फा० सं० 29(5)/75-प्लॉट (बी)]

## MINISTRY OF COMMERCE

### (Department of Export Production)

New Delhi, the 4th August, 1976

#### (Cardamom Control)

**S.O. 3044.**—In exercise of the powers conferred by clause (a) of sub-section (3), read with sub-section (4), of section 4 of the Cardamom Act, 1965 (42 of 1965), the Central Government appoints Shri S. G. Sundaram, IAS, as Chairman, Cardamom Board, Ernakulam for the period commencing from the afternoon of the 7th January, 1976, upto and inclusive of the 25th August, 1978 in the place of Prof. K. M. Chandy.

#### EXPLANATORY MEMORANDUM

The post of Chairman, Cardamom Board, Ernakulam is a statutory post involving considerable responsibilities and it cannot be kept vacant. Prof. K. M. Chandy, who was holding the charge of the post of the Chairman, Cardamom Board in addition to Rubber Board, as a stop gap arrangement was relieved of the dual responsibilities on 7-1-76 (After Noon). Shri S. G. Sundaram, IAS, working under the Government of Haryana was asked to take over charge of the post of Chairman, Cardamom Board from Prof. K. M. Chandy. Shri S. G. Sundaram took over charge of the post of Chairman on the afternoon of 7th January, 1976. This date was known to the Ministry only on receipt of the Charge Report received on 15-1-76. Thus it was not possible to issue the notification earlier without knowing the exact date of assumption of charge of the post of Chairman, Cardamom Board by Shri Sundaram. There is, therefore, no alternative but to give retrospective effect to this notification in order to regularise the statutory duties performed by him. It may also be stated that this giving of retrospective effect will not adversely affect anybody in the Cardamom Board.

[F. No. 29(5)/75-PLANT(B)]

मर्ही विल्ली, 5 अगस्त 1976

(काफी नियंत्रण)

**का०प्रा० 3045.**—काफी अधिनियम, 1942 (1942 का 7) की धारा 4 की उपधारा (2) के खण्ड (क) के अनुसरण में, केन्द्रीय सरकार श्री एम० बेकटरल्टम०, आई०ए०एस० को, 12 जुलाई, 1976 के पूर्वाहा से आगामी आरेशों तक काफी बोर्ड, बंगलौर, के अध्यक्ष के रूप में एतद्वारा नियुक्त करती है।

[फा० सं० 9(17)/75-प्लॉट (बी)]

एम० महादेव अध्यर, अवर मंत्रिव

New Delhi, the 5th August, 1976

#### (Coffee Control)

**S.O. 3045.**—In pursuance of clause (a) of sub-section (2) of section 4 of the Coffee Act, 1942 (7 of 1942), the Central Government hereby appoints Shri M. Venkataswamy, IAS as Chairman, Coffee Board, Bangalore with effect from the forenoon of the 12th July, 1976 until further orders.

[F. No. 9(17)/75-Plant(B)]

S. MAHADEVA IYER, Under Secy.

संयुक्त मुख्य मिंट्रिव, आयात नियंत्रित का कार्यालय सी० जी० प्र००,

चर्च गेट

बम्बई, 9 जून, 1976

आदेश

**का०प्रा० 3046.**—सर्वश्री सेल इन्टरनेशनल लि०, हिन्दुस्तान टाइम्स एक्स्प्रेस, 18/20 कस्टम्बा गांधी मार्ग, मर्ही विल्ली के नाम में लाइसेंस अवधि अप्रैल, 74—मार्च, 75 के लिए सामान्य मुद्रा शेक्स और रु० के० में इस प्रादेश के अग्ने पृष्ठ पर दर्शकी गई मर्ही का आयात करने के लिए 22,051 रुपए और 22,053 रुपए के लिए जारी किए गए। आयात लाठ० सं० पी०एस०/8436493/सी०एस०एस०/56/बी०/39-40 और पी०एस०/8436494/आर०एस०एस०/59/बी०/39-40, दिनांक 17-7-75 के मद्दे प्राधिकार पत्र धारक मर्ही शी० स्टील इण्डस्ट्रीज़ प्रा० सं० एक्क सं० 27 महाली इण्डस्ट्रियल हॉटेल, कुरला अन्धेरी गोड बम्बई-72 ने उपर्युक्त लाइसेंसों की सीमा शुल्क प्रयोजन प्रति और मुद्रा विनियम नियन्त्रण प्रति की अनुलिपि के लिए इस आधार पर प्राप्तेदान किया है कि लाइसेंसों की सीमा शुल्क प्रयोजन-प्रति और मुद्रा विनियम नियन्त्रण-प्रति किसी भी सीमा शुल्क प्राधिकारी के पास पक्षीकृत कराए जिना और विकल्प भी उपयोग किए जाना ही थो गई या प्रस्थानस्थ हो गई है। आगे यह बताया गया है कि कर्म को लाइसेंसों की सीमा शुल्क प्रयोजन-प्रति और मुद्रा विनियम नियन्त्रण प्रति की अनुलिपि प्रतिया मारी मुख्य 22,054 रुपए और 22,053 रुपए के लिए जाहिए।

2. अपने तर्क के समर्थन में आवेदक ने अवैतनिक मङ्गानगोय मजिस्ट्रेट बम्बई के सामने स्टाम्प कागज पर विधिवत साथ्याकृति एक आपय-प्रक्रिया किया है।

3. मैं मनुष्ट ह कि लाठ० सं० पी०एस०/8436493/सी०एस०एस०/56/बी०/39-40 और पी०एस०/8436494/आर०एस०एस०/56/बी०/30-40, दिनांक 17-7-75 की सीमा शुल्क प्रयोजन प्रति और मुद्रा विनियम नियन्त्रण प्रति दो गई या प्रस्थानस्थ हो गई है और नियंत्रण देता हूँ कि लाइसेंसों की सीमा शुल्क प्रयोजन-प्रति और मुद्रा विनियम नियन्त्रण-प्रति की अनुलिपि आवेदक को पूरे मुख्य 22,059 रुपए और 22,053 रुपए के लिए जारी की जानी जाहिए। लाठ० सं० पी०एस०/8436493/सी०एस०एस०/56/बी०/39-40 और पी०एस०/8436494/आर०एस०एस०/56/बी०/39-40, दिनांक 7-7-75 की सीमा शुल्क प्रयोजन-प्रति और मुद्रा विनियम नियन्त्रण-प्रति रह कर दी गई समझी जाए।

[सं० 767/63432/एस एस प्रा०/एन०/पी०-27/ए०ए०-75/प्रा०ए०ए० एस०/एल०-1]

एम० के० जियटोंडे, नियन्त्रक, आयात नियंत्रण, कृते उप मुख्य नियन्त्रक, आयात नियंत्रण

Office of the Chief Controller of Imports and Exports, C.G.O.,  
Churchgate

Bombay, the 9th June, 1976

#### ORDER

**S.O. 3046.**—M/s. Dee Cee Steel Industries, Pvt. Ltd. Unit No. 27 Mahavir Indl. Estate Kurla-Andheri Road, Bombay 72, holder of authority holder, against Import Licence No. P/S/8436493/C/XX/56/B/39-40 and P/S/8436494/R/

RML/59/B/39-40 dated 17th July, 1976 for Rs. 22,054/- and Rs. 22,053/- for the import of item as shown on the reverse of this order for the licensing Period April 74/March 75, from G.C.A. & U.K. issued in the name of the canalising agency M/s. SAII INTERNATIONAL LTD, Hindustan Times Bldg., 18/20, Kasturba Gandhi Marg, New Delhi, have applied for duplicate customs clearance copy and exchange control copies of the above mentioned licences on the ground that the original customs clearance copy and exchange control copy of the licences have been lost or misplaced, without having been registered with any customs authority and unutilised at all. It is further stated that the firm requires the duplicate copies of customs clearance copy and exchange control copy of the licences for full value of Rs. 22,054/- and Rs. 22,053/-.

2. In support of this contention, the applicant has filed an affidavits on stamped paper duly attested before the Honorary Metropolitan Magistrate Bombay.

3. I am satisfied that the original customs clearance copy and exchange control copy of Import Licences No. P/S/8436493/C/XX/56/B/39-40, and P/S/8436494/R/ML/56 B/39-40 dated 17-7-75, have been lost or misplaced and direct that a duplicate customs clearance copy and exchange control copy of the licences should be issued to the applicant for full value of Rs. 22,054/- and Rs. 22,053/-. The original customs clearance copy and exchange control copy of Import Licences No. P/S/8436493/C/XX/56/E/39-40 and P/S/8436494/R/ML/56/B/39-40, dated 17-7-75 may be deemed to have been cancelled.

[No. 767/63432/SSI/N/P-27/AM. 75/I&S/L-I]

S K. GAITONDE, Controller of Imports & Exports,  
for Jt. Chief Controller of Imports & Exports.

मुख्य नियंत्रक, आयात नियंत्रित का कार्यालय

दिल्ली, 4 अगस्त, 1976

आदेश

का० अ० 3047.—सदैश्री अपर प्राइवेट लि० नई दिल्ली को रुपए मे० भुगतान थोक के अन्तर्गत कलंक माल और संधरको और नाइट्रो-मेल्युलोस का आयात करने के लिए आयात ला० स० पी/डी/2199283/टी/प्रो आर/55/एच/39-40 लैम्प त्रिनांक 8-5-75 प्रशान्त किया गया था।

2. उन्होंने उपर्युक्त लाइसेंस की सीमा शुल्क प्रयोजन प्रति की अनुलिपि के लिए इस प्राधार पर आवेदन किया है कि मूल सीमा शुल्क प्रयोजन प्रति उनसे खो गई/प्रस्थानस्थ हो गई है। लाइसेंसधारी द्वारा आगे यह भी सूचना दी गई है कि लाइसेंस में अप्रयुक्त 3,31,300 रुपए शेष था। लाइसेंस सीमा शुल्क बम्बई के पास पज़ीकृत था।

3. अपने तर्क के समर्थन मे०, आवेदक ने एक शपथ-पत्र दाखिल किया है। प्रधोषस्ताशरी सन्तुष्ट है कि आयात लाइसेंस म० पी/डी/2199283 दि० 8-5-75 की मूल सीमा शुल्क प्रयोजन प्रति खो गई है और निदेश देता है कि उपर्युक्त ला० की सीमा शुल्क प्रयोजन प्रति की अनुलिपि आवेदक को जारी की जानी चाहिए। मूल सीमा शुल्क प्रयोजन प्रति रु० की जारी है।

4. लाइसेंस की सीमा शुल्क प्रयोजन प्रति अलग से जारी की जा रही है।

[स० लैम्प/१(२)/७५-७५/आर एम २/११५५]

Office of the Chief Controller of Imports & Exports

New Delhi, the 4th August, 1976

ORDER

S.O. 3047.—M/s. APAR PVT. LTD., New Delhi were granted Import Licence No. P/D/2199283/T/OR/55/H/39-40/

Lamp dated 8-5-75 under RPA for import of Raw Materials & Components and Nitrocellulose.

2. The firm have requested for the issue of duplicate Customs Purposes Copy of the above said licence on the ground that the original Customs Purposes Copy has been lost/misplaced by them. It has been further reported by the licensee that the licence had an un-utilized balance of Rs. 3,31,300/-. The licence was registered with Bombay Customs.

3. In support of their contention, the applicants have filed an affidavit. The under-signed is satisfied that the original Customs Purposes Copy of Import licence No. P/D/2199283 dated 8-5-75 has been lost and directs that a Duplicate Customs Purposes Copy of the said licence should be issued to the applicant. The original Customs Purposes Copy is cancelled.

4. The Duplicate Customs Purposes Copy of the licence is being issued separately.

[No. Lamp/4(2)/74-75/RM. II/1155]

का०आ० 3048 —गवर्नरी अपर प्रा० लि०, नई दिल्ली का सामान्य भूदा थोक से 13,100 रुपए के लिए कलंक माल और नाइट्रो-मेल्युलोस का आयात करने के लिए आयात ला० स० पी/डी/2199286/टी/एम प्रम/५५/एच/३९-४०/लैम्प दि० 8-5-75 प्रशान्त किया गया था।

2. कम ने उपर्युक्त ला० की सीमा शुल्क प्रयोजन प्रति की अनुलिपि के लिए इस प्राधार पर आवेदन किया है कि मूल सीमा शुल्क प्रयोजन प्रति उनसे खो गई/प्रस्थानस्थ हो गई है। लाइसेंसधारी ने आगे यह भी बताया है कि लाइसेंस में केवल 43,100 रुपए अप्रयुक्त रहा था। लाइसेंस सम्बद्धी सीमा शुल्क के पास पज़ीकृत था।

3. अपने तर्क के समर्थन मे० आवेदक ने एक शपथ-पत्र दाखिल किया है। अधोषस्ताशरी सन्तुष्ट है कि आयात ला० स० पी/डी/2199286 दि० 8-5-75 की मूल सीमा शुल्क प्रयोजन प्रति खो गई है और निदेश देता है कि उपर्युक्त ला० की सीमा शुल्क प्रयोजन प्रति की अनुलिपि आवेदक को जारी की जानी चाहिए। मूल सीमा शुल्क प्रयोजन प्रति रु० की जारी है।

4. लाइसेंस की सीमा शुल्क प्रयोजन प्रति की अनुलिपि प्रति अलग से जारी की जा रही है।

[स० लैम्प/४(२)/७५-७५/आर एम २/११५६]

राजनीति मिह, उग मुख्य-नियंत्रक, आयात-नियंत्रित का० सुधार-नियंत्रक, आयात-नियंत्रित

S.O. 3048.—M/s. APAR PVT. LTD., New Delhi were granted Import Licence No. P/D/2199286/C/XX/55/H/39-40/Lamp, dt. 8-5-75 under GCA for Rs. 43,100/- only for import of Raw materials and Nitrocellulose.

2. The firm have requested for the issue of duplicate Customs Purposes Copy of the above said licence on the ground that the original Customs Purposes Copy has been lost/misplaced by them. It has been further reported by the licensee that the licence had an un-utilized balance of Rs. 43,100/- only. The licence was registered with Bombay Customs.

3. In support of their contention, the applicants have filed an affidavit. The under-signed is satisfied that the original Customs Purposes Copy of Import Licence No. P/D/2199286 dated 8-5-75 has been lost and directs that a Duplicate Customs Purposes Copy of the said licence should be issued to the applicant. The original Customs Purposes Copy is cancelled.

4. The Duplicate Customs Purposes Copy of the licence is being issued separately.

[No. Lamp/4(2)/74-75/RM. II/1156]  
RAJINDER SINGH, Dy. Chief Controller of Imports & Exports  
for Chief Controller of Imports & Exports.

## आवेदन

नई दिल्ली, 6 अगस्त, 1976

का०आ० 3049.—भारतीय राज्य व्यापार निगम लि०, नई दिल्ली को सामान्य भुग्ता धेन से साइलिंग रबड़ का प्रायात करने के लिए 75,000 रुपए मूल्य का लां स० जी/टी/2411840 दिं 2-1-76 प्रदान किया गया था। उन्होंने अपर्युक्त लाइसेंस की सीमांशुल्क प्रयोजन प्रति की अनुलिपि के लिए इस आधार पर आवेदन किया है कि उक्त लाइसेंस की भूल सीमा शुल्क प्रयोजन प्रति उन से खो गई है। लाइसेंस धारी द्वारा आगे यह भी सूचना दी गई है कि लाइसेंस भारत में किसी भी पत्तम पर पंजीकृत नहीं कराया गया है।

अपने तर्क के समर्थन में आवेदन ने एक शपथ पत्र वाचिल किया है। आशोहस्ताक्षरी सन्तुष्ट है कि लां स० जी/टी/2411840 दिं 2-1-76 खा गया है और निरेश देता है कि उपर्युक्त लाइसेंस की सीमा शुल्क प्रयोजन प्रति की अनुलिपि उम्मकों जारी की जानी चाहिए। लाइसेंस की सीमा शुल्क प्रयोजन प्रति एवं द्वारा रद्द की जाती है।

लां स० जी/टी/2411840 दिं 2-1-76 की सीमा शुल्क प्रयोजन प्रति की अनुचिपि प्रति अलग से जारी की जा रही है।

[मि० सं० एस० टी० सी०/रबड-260-262/75-76/प्रार० एम० सेल 1167]

एन० ए० कोहली, उप मुख्य-नियन्त्रक

## ORDER

New Delhi, the 6th August, 1976

**S.O. 3049.**—The State Trading Corporation of India Ltd., New Delhi were granted licence No. G/T/2411840 dated 2-1-76 for the Import of Synthetic Rubber from G.C.A. to the value of Rs. 75,000/. They have requested for the issue of duplicate Customs Copy of the above licence on the ground that the Original Customs Copy of the above licence has been lost by them. It has been further reported by the licensee that the licence has not been registered with any port in India.

In support of their contention, the applicant have filed an affidavit. The undersigned is satisfied that Customs Copy of licence No. G/T/2411840 dated 2-1-76 has been lost and direct that Customs Copy of the said licence should be issued to them. The Customs copy of the licence is hereby cancelled.

Duplicate Customs Copy of licence No. G/T/2411840 dated 2-1-76 is being issued separately.  
[File No. S1C/RUBBER-260-262/75-76/RM CELL. 1167]

N. A. KOHLY, Dy. Chief Controller.

## उद्योग और सामरिक पूर्ति मंत्रालय

(सामरिक पूर्ति और सहकारिता विभाग)

नई दिल्ली, 4 अगस्त, 1976

का०आ० 3050.—केन्द्रीय सरकार, प्रग्राम संविदा (विनियमन) अधिनियम, 1952 (1952 का 74) की धारा 5 के अधीन विभाग व्यापार चंभर लिमिटेड मुजफ्फर नगर द्वारा मान्यता के नवीकरण के लिए किये गये आवेदन पर वायदा धाजार आयोग के परामर्श से विचार करके और यह समाधान हो जाने पर कि ऐसा करना व्यापार के हित में और लोकहित में भी होगा, एतद्वारा उक्त अधिनियम की धारा 6 के द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त चंभर को गुड़ की प्रग्राम संविदाओं के बारे में, 10 अगस्त, 1976 से 9 अगस्त, 1977 (जिसमें ये दोनों दिन भी सम्मिलित है) की एक वर्ष की अस्तित्व कालावधि के लिए मान्यता प्रदान करती है।

के धारे में, 10 अगस्त, 1976 से 9 अगस्त, 1977 (जिसमें ये दोनों दिन भी सम्मिलित है) की एक वर्ष की अस्तित्व कालावधि के लिए मान्यता प्रदान करती है।

2. एतद्वारा प्रदत्त मान्यता इस शर्त के अधीन है कि उक्त चंभर ऐसे निवेशों का अनुपालन करेगा जो वायदा धाजार आयोग द्वारा समय समय पर दिए जाएं।

[मि० 12 (12)-आई०टी०/76]

## MINISTRY OF INDUSTRY &amp; CIVIL SUPPLIES

(Department of Civil Supplies &amp; Corporation)

New Delhi, the 4th August, 1976

## ORDER

**S.O. 3050.**—The Central Government having considered in consultation with the Forward Markets Commission, the application for renewal of recognition made under Section 5 of the Forward Contracts (Regulation) Act, 1952 (74 of 1952) by the Vijai Beopur Chamber Limited, Muzaffarnagar, and being satisfied that it would be in the interest of the trade and also in the public interest so to do, hereby grants, in exercise of the powers conferred by Section 6 of the said Act, recognition to the said chamber for a further period of one year from the 10th August, 1976 to the 9th August, 1977 (both days inclusive) in respect of forward contracts in gur.

2. The recognition hereby granted is subject to the condition that the said Chamber shall comply with such directions as may from time to time be given by the Forward Markets Commission.

[F. No. 12(12)-IT/76]

का०आ० 3051.—केन्द्रीय सरकार, प्रग्राम संविदा (विनियमन) अधिनियम, 1952 (1952 का 74) की धारा 5 के अधीन आगरा चंबर लिमिटेड चंभर लि०, आगरा द्वारा मान्यता के नवीकरण के लिए किये गये आवेदन पर वायदा धाजार आयोग के परामर्श से विचार करके और यह समाधान हो जाने पर कि ऐसा करना व्यापार के हित में और लोकहित में भी होगा, एतद्वारा उक्त अधिनियम की धारा 6 के द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त चंभर को गुड़ की प्रग्राम संविदाओं के बारे में, 10 अगस्त, 1976 से 9 अगस्त, 1977 (जिसमें ये दोनों दिन भी सम्मिलित है) की एक वर्ष की अस्तित्व कालावधि के लिए मान्यता प्रदान करती है।

2. एतद्वारा प्रदत्त मान्यता इस शर्त के अधीन है कि उक्त चंभर ऐसे निवेशों का अनुपालन करेगा जो वायदा धाजार आयोग द्वारा समय समय पर दिए जाएं।

[मि० 12 (13)-आई०टी०/76]

**S.O. 3051.**—The Central Government, in consultation with the Forward Markets Commission, having considered the application for renewal of recognition made under Section 5 of the Forward Contracts (Regulation) Act, 1952 (74 of 1952) by the Agra Merchants' Chamber Ltd., Agra, and being satisfied that it would be in the interest of the trade and also in the public interest so to do, hereby grants, in exercise of the powers conferred by section 6 of the said Act, recognition to the said Chamber for a further period of one year from the 10th August, 1976 upto the 9th August, 1977 (both days inclusive) in respect of forward contracts in gur.

2. The recognition hereby granted is subject to the condition that the said Chamber shall comply with such directions as may from time to time be given by the Forward Markets Commission.

[F. No. 12(13)-IT/76]

का०आ० 3052.—केन्द्रीय सरकार, अधिम संविदा (विनियमन) अधिनियम, 1952 (1952 का 74) की धारा 5 के अधीन लुट्रियाना प्रेन एक्सचेंज लिमिटेड, लुट्रियाना द्वारा मान्यता के नवीकरण के लिए किये गये आवेदन पर वायदा बाजार आयोग के परामर्श से विचार करके और यह समाधान हो जाने पर कि ऐसा करना व्यापार के हित में और लोकहित में भी होगा, एकद्वारा उक्त अधिनियम की धारा 6 के द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त एक्सचेंज को गुड़ की अधिम संविदाओं के धारे में, 10 अगस्त, 1976 से 9 अगस्त, 1977 (जिसमें ये दोनों दिन भी सम्मिलित हैं) की एक वर्ष की अतिरिक्त कालावधि के लिए मान्यता प्रदान करती है।

2 एकद्वारा प्रदत्त मान्यता इस गत के अधीन है कि उक्त एक्सचेंज ऐसे निर्देशों का अनुपालन करेगा जो वायदा बाजार आयोग द्वारा समय-समय पर दिये जाएँ।

[सं० 12 (11)-आई०टी०/76]  
ध० मुबई, उप सचिव

**S.O. 3052.**—The Central Government, in consultation with the Forward Markets Commission, having considered the application for renewal of recognition made under Section 5 of the Forward Contracts (Regulation) Act, 1952 (74 of 1952) by the Ludhiana Grain Exchange Limited, and being satisfied that it would be in the interest of the trade and also in the public interest so to do, hereby grants, in exercise of the powers conferred by Section 6 of the said Act, recognition to the said Exchange for a further period of one year from the 10th August, 1976 upto the 9th August, 1977 (both days inclusive) in respect of forward contracts in gur.

2. The recognition hereby granted is subject to the condition that the said Exchange shall comply with such directions as may from time to time be given by the Forward Markets Commission.

[F. No. 12(14)-IT/76]  
A. MUBAYI, Dy. Secy.

नई दिल्ली, 9 अगस्त, 1976

का०आ० 3053.—केन्द्रीय सरकार, अधिम संविदा (विनियमन) अधिनियम, 1952 (1952 का 74) की धारा 5 के अधीन इडियन एक्सचेंज लिमिटेड, अमृतसर द्वारा मान्यता के नवीकरण के लिए किये गये आवेदन पर वायदा बाजार आयोग के परामर्श से विचार करके और यह समाधान हो जाने पर कि ऐसा करना व्यापार के हित में और लोकहित में भी होगा, एकद्वारा उक्त अधिनियम की धारा 6 के द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त एक्सचेंज को गुड़ की अधिम संविदाओं के धारे में, 10 अगस्त, 1976 से 9 अगस्त, 1977 (जिसमें ये दोनों दिन भी सम्मिलित हैं) की एक वर्ष की अतिरिक्त कालावधि के लिए मान्यता प्रदान करती है।

2 एकद्वारा प्रदत्त मान्यता इस गत के अधीन है कि उक्त एक्सचेंज ऐसे निर्देशों का अनुपालन करेगा जो वायदा बाजार आयोग द्वारा समय-समय पर दिये जाएँ।

[सं० 12 (15)-आई०टी०/76]

New Delhi, the 9th August, 1976

**S.O. 3053.**—The Central Government having considered in consultation with the Forward Markets Commission, the application for renewal of recognition made under Section 5 of the Forward Contracts (Regulation) Act, 1952 (74 of 1952) by the Indian Exchange Ltd, Amritsar, and being satisfied that it would be in the interest of the trade and also in the public interest so to do, hereby grants, in exercise of the powers conferred by Section 6 of the said Act, recognition to the said Exchange for a further period of one year from the 10th August, 1976 to the 9th August, 1977 (both days inclusive) in respect of forward contracts in gur.

2 The recognition hereby granted is subject to the condition that the said Exchange shall comply with such directions as may from time to time be given by the Forward Markets Commission.

[F. No. 12(15)-IT/76]

का०आ० 3054.—केन्द्रीय सरकार, अधिम संविदा (विनियमन) अधिनियम, 1952 (1952 का 74) की धारा 5 के अधीन शाहपुरी फारवर्ड एक्सचेंज लिमिटेड, कोल्हपुर द्वारा मान्यता के नवीकरण के लिए किये गये आवेदन पर वायदा बाजार आयोग के परामर्श से विचार करके और यह समाधान हो जाने पर कि ऐसा करना व्यापार के हित में और लोकहित में भी होगा, एकद्वारा उक्त अधिनियम की धारा 6 के द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त एक्सचेंज को गुड़ की अधिम संविदाओं के धारे में, 10 अगस्त, 1976 से 9 अगस्त, 1977 (जिसमें ये दोनों दिन भी सम्मिलित हैं) की एक वर्ष की अतिरिक्त कालावधि के लिए मान्यता प्रदान करती है।

2 एकद्वारा प्रदत्त मान्यता इस गत के अधीन है कि उक्त एक्सचेंज ऐसे निर्देशों का अनुपालन करेगा जो वायदा बाजार आयोग द्वारा समय-समय पर दिए जाएँ।

[सं० 12 (16)-आई०टी०/76]

वी० एन० लाल, प्रब्र र सचिव

**S.O. 3054.**—The Central Government having considered in consultation with the Forward Markets Commission, the application for renewal of recognition made under Section 5 of the Forward Contracts (Regulation) Act, 1952 (74 of 1952) by the Shahupuri Forward Exchange Ltd., Kolhapur and being satisfied that it would be in the interest of the trade and also in the public interest so to do, hereby grants, in exercise of the powers conferred by Section 6 of the said Act, recognition to the said Exchange for a further period of one year from the 10th August, 1976 to the 9th August, 1977 (both days inclusive) in respect of forward contracts in gur.

2. The recognition hereby granted is subject to the condition that the said Exchange shall comply with such directions as may from time to time be given by the Forward Markets Commission.

[F. No. 12(16)-IT/76]

B. N. LALL, Under Secy.

## भारतीय मानक संस्था

नई दिल्ली, 1976-07-26

का०आ० 3055.—समय-समय पर संशोधित भारतीय मानक संस्था (प्रमाणन मुहर) विनियम 1955 के विनियम 14 के उपविनियम (4) के अनुसार भारतीय मानक संस्था द्वारा अधिसूचित किया जाता है कि लाइसेंस संख्या सी एम/एल-4948 जिसके अपौरे नीचे अनुसूची में दिए गए हैं फर्म का नाम बदल जाने के कारण 1-6-1976 से रद्द कर दिया गया है—

## अनुसूची

क्रम संख्या	लाइसेंस संख्या और तिथि	लाइसेंस धारी का नाम और पता	रद्द किए गए लाइसेंस के अधीन वस्तु/प्रक्रिया	तस्वीरी भारतीय मानक
1	2	3	4	5
1.	सीएम/एल-4948 1976-01-09	सर्वश्री विष्णु मेटलिक्स प्रा०नि०, सेफटी रेजर ब्लेड मार्क : 'टोपाज और थेम्स'	IS : 7371—1975 सेफटी रेजर ब्लेड की विशिष्ट	

[सी एम ई/55 : 4948]

## INDIAN STANDARDS INSTITUTION

New Delhi, 1976-07-26

S. O. 3055.—In pursuance of sub-regulation (4) of regulation 14 of the Indian Standards Institution (Certification Marks), Regulations, 1955 as amended from time to time, the Indian Standards Institution hereby notifies that Licence No. CM/L-4948 particulars of which are given below has been cancelled with effect from 1-6-1976 on account of/due to change in name of the firm:-

## SCHEDULE

Sl. No.	Licence No. and Date	Name & Address of the Licensee	Article/Process Governed by the Licences Cancelled	Relevant Indian Standard
1	2	3	4	5
1.	CM/L-4948 1976-01-09	M/s Vidyut Metallics Pvt. Ltd., P. O. Wagle Industrial Estate, Bombay—Agra Road, Thana-400006.	Safety Rajor Blades Brand : 'TOPAZ AND THAMES'	IS : 7371—1975 Specification for Safety Rajor Blades.

[CMD/55 : 4948]

नई दिल्ली, 1976-08-02

का० आ० 3056.—समय-समय पर संशोधित भारतीय मानक संस्था (प्रमाणन मुहर) विनियम 1955 के विनियम 14 के उपविनियम (1) के अनुसार भारतीय मानक संस्था द्वारा अधिसूचित किया जाता है कि लाइसेंस संख्या सी एम/एल-697 जिसके अपौरे नीचे दिए गए हैं लाइसेंसधारी, का नाम सर्वश्री मद्रास इलेक्ट्रिकल कंडक्टर्स प्राइवेट लिमिटेड से बदल कर सर्वश्री मद्रास इलेक्ट्रिकल कंडक्टर्स लिमिटेड हो जाने के कारण 15 जून, 1976 से रद्द कर दिया गया है—

## अनुसूची

क्रम संख्या	लाइसेंस संख्या और तिथि	लाइसेंसधारी का नाम और पता	रद्द किए गए लाइसेंस के अधीन वस्तु/प्रक्रिया	तस्वीरी भारतीय मानक
1	2	3	4	5
1.	सीएम/एल-697 1964-06-25	सर्वश्री मद्रास इलेक्ट्रिकल कंडक्टर्स प्रा०नि० 37 आकाट रोड, कोडम-बाक्कम, मद्रास-600026	प्रिरोपरि पावर प्रेषण कार्यों के लिए सक्षम खिचें लडार एलमिनियम और इस्पात की कोर बाले एलुमिनियम बालक	IS : 398—1961 प्रिरोपरि पावर—प्रेषण कार्यों के लिए सक्षम खिचें लडार एलुमिनियम और इस्पात की कोर बाले एलुमिनियम बालक की विशिष्ट (युनिक्सिट)

[सी एम ई/55 : 697]

ए० बी० राष्ट्र, उप-महानिवेशक

New Delhi, the 2nd August 1976

**S.O. 3056.**—In pursuance of sub-regulation (4) of regulation 14 of the Indian Standards (Certification Marks), Regulations 1955 as amended from time to time, the Indian Standards Institution hereby notifies that Licence No. CM/L-697 particulars of which are given below has been cancelled with effect from 15 June 1976 due to change in licensee's name from M/s. Madras Electrical Conductors Private Ltd. to M/s. Madras Electrical Conductors Ltd.:—

## SCHEDULE

Sl. No.	Licence No. and Date	Name & Address of the Licensee	Article/Process Covered by the Licensee Cancelled	Relevant Indian Standards
1	2	3	4	5
1.	CM/L-697 1964-06-25	M/s Madras Electrical Conductors Private Ltd., 37, Arcot Road, Kodambakkam, Madras-600026	Hard-Drawn Stranded Aluminium and Steel-cored Aluminium Conductors for overhead Power Transmission Purposes.	IS : 398—1961 Specification for hard-drawn stranded aluminium and steel-cored aluminium conductors for overhead power transmission purposes. (Revised)

[CMD/55 : 697]

A. B. RAO, Deputy Director General

## पेट्रोलियम और रसायन मंत्रालय

## (पेट्रोलियम विभाग)

नई दिल्ली, 28 जुलाई, 1976

**क्रा०आ० 3057.**—यतः पेट्रोलियम, पाइपलाइन (भूमि के उपयोग के प्रधिकार का प्रज्ञन) अधिनियम 1962 (1962 का 50) की धारा 3 की उपधारा (1) के अधिन भूमि सरकार के पेट्रोलियम और रसायन मंत्रालय (पेट्रोलियम विभाग) की अधिसूचना क्रा०आ० सं० 2929 तारीख 20-8-75 द्वारा केन्द्रीय सरकार ने उक्त अधिसूचना से मलग्न अनुसूची में विनिर्दिष्ट भूमियों के उपयोग के प्रधिकार को पाइप लाइनों को बिछाने के प्रयोजन के लिये अंजित करने का प्रपत्ति घोषित कर दिया था।

और यतः सक्षम प्रधिकारी की उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन सरकार को रिपोर्ट दे वी है।

और आगे यतः केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् इस अधिसूचना में संलग्न अनुसूची में विनिर्दिष्ट भूमियों में उपयोग का प्रधिकार अंजित करने का विनिर्णय किया है।

प्रध यतः उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्ति का प्रयोग करने हुये केन्द्रीय सरकार एवं द्वारा घोषित करती है कि इस अधिसूचना में संलग्न अनुसूची में विनिर्दिष्ट उक्त भूमियों में उपयोग का प्रधिकार केन्द्रीय सरकार में विहित होने के बजाय नेल और प्राकृतिक गैस आयोग में सभी संधकों से मुक्त रूप में इस घोषणा के प्रकाशन की इस तारीख को विहित होगा।

अनुसूची

हास्पागर लकवा ट्रैक पाइप लाइन से लकवा जी० जी० एस० नम्बर 6 का जंक्शन पाइप पर्यन्त पाइप लाइन

राज्य : प्रमाण	जिला : शिवसागर	तालुक : शिवाकुटी	सर्वे नम्बर	क्लेटर	ऐरे	सेन्टी	ऐरे
डिल्हीया कुंवर गांव	846 छ		0	4	28		
	1191 घ		0	2	14		
	1190 घ		0	2	41		
	1204 घ		0	1	20		

[सं० 12020/3/75-एस० एण्ड एन०]

## MINISTRY OF PETROLEUM &amp; CHEMICALS

## (Department of Petroleum)

New Delhi, the 28th July, 1976

**S.O. 3057.**—Whereas by a notification of the Govt. of India in the Ministry of Petroleum and Chemicals (Department of Petroleum) S.O. No. 2929 Dated 20-8-1975 under sub-section (1) of Sec. 3 of the Petroleum Pipelines (Acquisition of Right of User in land) Act, 1962 (50 of 1962) the Central Government declared its intention to acquire the right of User in the lands specified in the schedule appended to that notification for the purpose of laying pipelines;

And whereas the competent Authority has under sub-section (1) of Section 6 of the said Act, submitted report to the Government ;

And further whereas the Central Government has after considering the said report, decided to acquire the right of user in the lands specified in the schedule appended to this notification ;

Now therefore in exercise of the power conferred by sub-section (1) of the section 6 of the said Act, the Central Government hereby declares that the right of user in the said lands specified in the schedule appended to this notification hereby acquired for laying the pipelines ;

And further in exercise of the power conferred by sub-section (4) of that Section, the Central Government directs that the right of user in the said lands shall instead of vesting in the Central Government vest on this date of the publication of this declaration in the Oil & Natural Gas Commission free from all encumbrances.

## SCHEDULE

Pipeline from Rudrasagar Lakwa Trunk Pipeline to Junction point of Lakwa, G.G.S. No. 6

State : Assam	District : Sibsagar	Taluk : Silakuti	Village	Survey No.	Hectare	Acre	Centiare
Dehingia Konwar	846 kha	0	4		28		
Gaon	1191 Gha	0	2		14		
	1190 Kha	0	2		41		
	1204 Kha	0	1		20		

[No. 12020/3/75-L &amp; L/I]

का० गा० 3058.—यत् नेट्रोवियम पाइपलाइन (भूमि के उपयोग के अधिकार का व्यञ्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) के अन्तीम भारत सरकार के नेट्रोवियम और रसायन मंत्रालय (नेट्रोवियम विभाग) की अधिसूचना का० गा० रा० 2930 तारीख 20-8-75 द्वारा केन्द्रीय सरकार के उक्त अधिसूचना से मंत्रालय अनुसूची में विनिर्दिष्ट भूमियों के उपयोग के अधिकार को पाइप लाइनों को विताने के प्रयोगन के लिये अंजित करने का अपना आशय घोषित कर दिया था।

और यह सक्रम प्राधिकारी के उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन सरकार को रिपोर्ट दे दी है।

और आगे यह केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करते के पश्चात् इस अधिसूचना से सलाम अनुसूची में विनिर्दिष्ट भूमियों में उपयोग के अधिकार अंजित करने का विनियन किया है।

अब, अतः उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्ति का प्रयोग करते हुए केन्द्रीय सरकार निर्देश देती है कि उक्त भूमियों में उपयोग का अधिकार केन्द्रीय सरकार में विनिर्दिष्ट होने के बजाय तेल और प्राकृतिक गैस आयोग में, सभी संघर्षों से मुक्त रूप में इस घोषणा के प्रकाशन की इस तारीख को विहित होगा।

#### अनुसूची

लकवा कूप नम्बर 109, 64 से लकवा जी० जी० एम० नम्बर 6 तक की पाइप लाइन

राज्य : असाम	जिला : शिबसागर	तालुक : शिलकुटी		
ग्राम	सर्वेनम्बर	हेक्टर	एरे सेन्टी	एरे
1	2	3	4	5
डिंडिया कुंवर गाँव	316 ख	0	1	07
	317 ख	0	1	07
	319 ख	0	1	07
	322 ख	0	1	61
	329 ख	0	1	61
	331 ख	0	2	41
	332 ख	0	2	14
	333 ख	0	2	14
	334 ख	0	2	14
	335 ख	0	4	28
	339 ख	0	1	74
	340 ख	0	1	74
	341 ख	0	1	87
	342 ख	0	0	94
	345 ख	0	1	61
	402 ख	0	2	54
	403 ख	0	15	39
	416 ख	0	2	14
	417 ख	0	2	27
	418 ख	0	1	61
	419 ख	0	0	94
	420 ख	0	2	27
	421 ख	0	2	27
	422 ख	0	2	81
	423 ख	0	0	67

1	2	3	4	5
	424 ख	0	2	14
	483 ख	0	2	14
	484 ख	0	3	34
	485 ख	0	1	87
	486 ख	0	1	20
	487 ख	0	2	94
	488 ख	0	2	14
	489 ख	0	1	20
	490 ख	0	0	40
	526 ख	0	4	95
	527 ख	0	0	67
	1178 ख	0	1	47
	1182 ख	0	1	47
	1183 ख	0	1	34
	1185 ख	0	1	74
	1186 ख	0	2	81
	1187 ख	0	1	61
	1207 ख	0	4	55
	1260 ख	0	3	21

[मा० 12020/3/73-पा० प्र० एस० II]

S.O. 3058—Whereas by a notification of the Govt. of India in the Ministry of Petroleum and Chemicals (Department of Petroleum) S.O. No. 2930 dated 20-8-1975 under sub-section (1) of Sec. 3 of the Petroleum Pipelines (Acquisition of Right of User in land) Act, 1962 (50 of 1962) the Central Government declared its intention to acquire the right of User in the lands specified in the schedule appended to that notification for the purpose of laying pipelines;

And whereas the Competent Authority has under sub-section (1) of section 6 of the said Act, submitted report to the Government;

And further whereas the Central Government has after considering the said report, decided to acquire the right of user in the lands specified in the schedule appended to this notification;

Now therefore in exercise of the power conferred by sub-section (1) of the section 6 of the said Act, the Central Government hereby declares that the right of user in the said lands specified in the schedule appended to this notification hereby acquired for laying the pipelines;

And further in exercise of the power conferred by sub-section (4) of that Section, the Central Government directs that the right of user in the said lands shall instead of vesting in the Central Government vest on this date of the publication of this declaration in the Oil & Natural Gas Commission free from all encumbrances.

#### SCHEDULE

Pipeline from Lakwa Well No. 109 (LBD) and 64 to Lakwa GGS No. 6.

State : Assam	District : Sibsagar	Taluka : Silakuti		
Village	Survey No.	Hectare	Arc	Centiare
1	2	3	4	5
Dehingia Konwar	316 Kha	0	1	07
Gaon	317/Kha	0	1	07
	319/Kha	0	1	07
	322/Kha	0	1	61
	329/Kha	0	1	61
	331/Kha	0	2	41
	332/Kha	0	2	14
	333/Kha	0	2	14
	334/Kha	0	2	14
	335/Kha	0	4	28

(1)	(2)	(3)	(4)	(5)
Dehingia Konwar	335/Kha	0	4	28
Gaon—Contd.	339/Kha	0	1	74
	340/Kha	0	1	74
	341/Kha	0	1	87
	342/Kha	0	0	94
	345/Kha	0	1	61
	402/Kha	0	2	54
	403/Kha	0	15	39
	416/Kha	0	2	14
	417/Kha	0	2	27
	418/Kha	0	1	61
	419/Kha	0	0	94
	420/Kha	0	2	27
	421/Kha	0	2	27
	422/Kha	0	2	81
	423/Kha	0	0	67
	424/Kha	0	2	14
	483/Kha	0	2	14
	484/Kha	0	3	34
	485/Kha	0	1	87
	486/Kha	0	1	20
	487/Kha	0	2	94
	488/Kha	0	2	14
	489/Kha	0	1	20
	490/Kha	0	0	40
	526/Kha	0	4	95
	527/Kha	0	0	67
	1178/Kha	0	1	47
	1182/Kha	0	1	47
	1183/Kha	0	1	34
	1185/Kha	0	1	74
	1186/Kha	0	2	81
	1207/Kha	0	4	55
	1260/Kha	0	3	21
	1187/Kha	0	1	61

[No. 12020/3/75-LL&amp;II]

का० आ० 3059.—यतः पेट्रोलियम, पाइपलाइन (भूमि के उपयोग के अधिकार का अर्जन प्रधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) के अधीन भारत सरकार के पेट्रोलियम और रसायन मंत्रालय (पेट्रोलियम विभाग) की प्रधिसूचना का० आ० सं० 2931 तारीख 20-8-75 द्वारा केन्द्रीय सरकार ने उक्त प्रधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों के उपयोग के अधिकार को पाइप लाइनों की बिछाने के प्रयोजन के लिये अर्जित करने का प्राप्ता प्राशय घोषित कर दिया था।

और यतः सक्षम प्राधिकारी के उक्त प्रधिनियम की धारा 6 की उपधारा (1) के अधीन सरकार को स्पोर्ट दे दी है।

और आगे, यतः केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् इस प्रधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों में उपयोग का अधिकार अप्रित करने का विनिश्चय किया है।

अब, यतः उक्त प्रधिनियम की धारा 6 की उपधारा (1) द्वारा प्रवक्त शक्ति का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा घोषित करती है कि इस प्रधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट उक्त भूमियों में उपयोग का अधिकार पाइप लाइन बिछाने के प्रयोजन के लिये एतद्वारा अर्जित किया जाता है।

और, आगे उक्त धारा की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार निदेश देती है कि उक्त भूमियों में उपयोग का अधिकार केन्द्रीय सरकार में विहित होने के बजाय तेल और प्राकृतिक

गैस आयोग में, सभी संघको से मुक्त रूप में इस घोषणा के प्रकाशन की इस तारीख को विहित होगा।

## प्राप्तुसूची

राज्य ग्राम	ज़िला शिवसागर	तालुक शिलाकुटी		
ग्राम	मंडल नम्बर	वैन्टर	ऐरे	सेटी ऐरे
सरुमुखगुप्त	३१० ख	०	१९	१०

[सं० 12020/3/75-एस एण्ड एस-III]

S.O. 3059.—Whereas by a notification of the Govt. of India in the Ministry of Petroleum and Chemicals (Department of Petroleum) S.O. No. 2931 dated 20-8-75 under sub-section (1) of Sec. 3 of the Petroleum Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) the Central Government declared its intention to acquire the right of User in the lands specified in the schedule appended to that notification for the purpose of laying pipelines ;

And whereas the Competent Authority has under sub-section (1) of Section 6 of the said Act, submitted report to the Government ;

And further whereas the Central Government has after considering the said report, decided to acquire the right of user in the lands specified in the schedule appended to this notification ;

Now therefore in exercise of the Power conferred by sub-section(1) of the section 6 of the said Act, the Central Government hereby declares that the right of user in the said lands specified in the schedule appended to this notification hereby acquired for laying the pipelines ;

And further in exercise of the power conferred by sub-section (4) of that Section, the Central Government directs that the right of user in the said lands shall instead of vesting in the Central Government vest on this date of the publication of this declaration in the Oil & Natural Gas Commission free from all encumbrances.

## SCHEDULE

Pipeline from Lakwa Well No. 81 to Lakwa GGS No. 7.

State : Assam	District : Sibsagar	Taluk : Silakuti		
Village	Survey No.	Hectare	Are	Centiare
Sorumothurapur	349 Kha	0	19	10

[No. 12020/3/75-L&amp;L/III]

का० आ० 3060.—यतः पेट्रोलियम पाइपलाइन (भूमि के उपयोग के अधिकार का अर्जन) प्रधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा(1) के अधीन भारत सरकार के पेट्रोलियम और रसायन मंत्रालय (पेट्रोलियम विभाग) की प्रधिसूचना का० आ० सं० 2932 तारीख 20-8-75 द्वारा केन्द्रीय सरकार ने उक्त प्रधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों के उपयोग के अधिकार को पाइप लाइनों को बिछाने के प्रयोजन के लिये अर्जित करने का प्राप्ता प्राशय घोषित कर दिया था।

और यतः सक्षम प्राधिकारी के उक्त प्रधिनियम की धारा 6 की उपधारा (1) के अधीन सरकार को स्पोर्ट दे दी है।

और आगे, यह केन्द्रीय सरकार न उक्त ग्निर्देश पर विचार करने के पश्चात् इस अधिसूचना से संलग्न अनुसूची में विनिश्चित भूमियों में उपयोग का अधिकार प्राप्ति करने का विवरण दिया है।

अब, आत् उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्ति का योग करने हुए केन्द्रीय सरकार एन्ड द्वारा घोषित करनी है कि इस अधिसूचना से संलग्न अनुसूची में विनिश्चित उक्त भूमियों में उपयोग का अधिकार पाइप लाइन विभाने के प्रयोजन के लिए प्राप्ति द्वारा अर्जित किया जाता है।

और, आगे उक्त धारा की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करने हुए केन्द्रीय सरकार निर्देश देती है कि उक्त भूमियों में उपयोग का अधिकार केन्द्रीय सरकार में विलिस होने के बजाय तेल और प्राकृतिक गैस आयोग में, सभी संघका से मुक्त रूप में इस घोषणा के प्रकाशन की इस तारीख को विद्वित होगा।

#### अनुसूची

लकवा का नम्बर, 79,80 और 81 से लकवा जी० जी० एम० नम्बर 7 तक की पाइप लाइन।

राज्य: असम	जिला: शिल्पमार्ग	तालुक: शिलाकुटी		
ग्राम	सर्वे नम्बर	हेक्टर	ऐरे	मेट्री ऐरे
	-- 9ग	0	20	60
सोला चाह बगिचा	-- 9न	0	2	68
	-- 9म	0	0	54
	-- 9ठ	0	6	69

[सं० 12020/3/7-पास एण्ड एल-4]

#### टी० फी० सुशमनियन, अवर सचिव

**S.O. 3060.**—Whereas by a notification of the Govt. of India in the Ministry of Petroleum and Chemicals (Department of Petroleum) S.O. No. 2932 Dated 20-8-1975 under sub-section (1) of Sec. 3 of the Petroleum Pipelines (Acquisition of Right of User in land) Act., 1962 (50 of 1962) the Central Government declared its intention to acquire the right of User in the lands specified in the schedule appended to that notification for the purpose of laying pipelines ;

And whereas the Competent Authority has under sub-section (1) of Section 6 of the said Act, submitted report to the Government ;

And further whereas the Central Government has after considering the said report, decided to acquire the right of user in the lands specified in the Schedule appended to this notification;

Now therefore in exercise of the Power conferred by sub-section (1) of the section 6 of the said Act, the Central Government hereby declares that the right of user in the said lands specified in the schedule appended to this notification hereby acquired for laying the pipelines ;

And further in exercise of the power conferred by sub-section (4) of that Section, the Central Government directs that the right of user in the said lands shall instead of vesting in the Central Government vest on this date of the publication of this declaration in the Oil & Natural Gas Commission free from all encumbrances.

#### SCHEDULE

Pipeline from Lakwa Well Nos. 79, 80 and 81 to Lakwa  
GGS No. 7

State : Assam	District : Sibsagar	Taluk : Silakuti		
Village	Survey No	Hectare	Are	Centiare
	9 Ga	0	20	60
Sola Chah Bagicha	9 Na	0	2	68
	9 Jha	0	0	54
	9 Tha	0	6	69

[No. 12020/3/75-L&L/IV]

T. P. SUBRAMANIYAN Under Secy.

#### नौवहन और परिवहन मंत्रालय

(परिवहन पक्ष)

नई विल्सनी, 6 अगस्त, 1976

का० आ० 3061.—दिल्ली परिवहन (निगम मंत्र्य) नियम 1973 के नियम 3 और 5 के मात्र पठिन मडक परिवहन निगम अधिनियम, 1950 (1950 वा० 61) की धारा 5 की उपधारा । द्वारा प्रदत्त शक्तियों का प्रयोग करने हुए केन्द्रीय सरकार एन्ड द्वारा श्री एन० ए० ए० नारायणन, अवर सचिव, नौवहन और परिवहन मंत्रालय, थी एस० फी० माहना, उप वित्त मन्त्रालय, नौवहन और परिवहन मंत्रालय (वित्त विभाग) और श्री कृष्ण प्रताप, परिवहन निरेशक, विल्सनी प्रगामन, दिल्ली का दिल्ली परिवहन निगम के मध्य के द्वा में नियुक्त करने वै और नौवहन और परिवहन मंत्रालय (परिवहन पक्ष) की प्रतिनियन संघ्या गा० आ० 338 (ई) दिनांक । मई, 1976 में निम्नलिखित और गणोधन करती है, अर्थात् ।—

उक्त अधिसूचना के पैराग्राफ । में

(क) मद । और 2 और तृ० नृ० नृ० प्रविष्टियों के लिए निम्नलिखित मद और प्रविष्टियों द्वारा जारी, अर्थात् ।—

"(1) श्री एन० ए० ए० नारायणन, अवर सचिव  
नौवहन और परिवहन मंत्रालय

(2) श्री एस० फी० माहना, उप वित्त सराहकार,  
(नौवहन और परिवहन मंत्रालय)  
(वित्त प्रमाण)"

(ब) मद । और तृ० नृ० नृ० प्रविष्टि के बाद निम्नलिखित मद और प्रविष्टि द्वारा जारी, अर्थात् ।—

"(10) श्री कृष्ण प्रताप, परिवहन निवेशक, दिल्ली प्रगामन, विल्सनी"।

[म० टी० जो० डी० (59)/76]  
टी० फी० महाजन, संयुक्त सचिव

New Delhi, the 6th August, 1976

#### MINISTRY OF SHIPPING AND TRANSPORT (Transport Wing)

**S.O. 3061.**—In exercise of the powers conferred by Sub-section (1) of section 5 of the Road Transport Corporations Act, 1950 (64 of 1950), read with rules 3 and 5 of the Delhi Transport Corporation (Members) Rules, 1973, the Central Government hereby appoints Shri N. A. A. Narayanan, Under Secretary, Ministry of Shipping and Transport, Shri S. P. Mahana, Deputy Financial Adviser, Ministry of Shipping and Transport, (Finance Division) and Shri Krishan Pratap, Director of Transport, Delhi Administration, Delhi as Members of the Delhi Transport Corporation and makes the following further amendments in the notification of the Government of India in the Ministry of Shipping and Transport (Transport Wing) No. S. O. 338 (E), dated the 1st May, 1976, namely :—

In paragraph 1 of the said notification,—

(a) for items (i) and (ii) and the entries relating thereto the following items and entries shall be substituted, namely :—

"(i) Shri N. A. A. Narayanan,  
Under Secretary,  
Ministry of Shipping and Transport.

(ii) Shri S. P. Mahana, Deputy Financial Adviser,  
(Ministry of Shipping and Transport)  
(Finance Division)

(b) After item (ix) and the entry relating thereto, the following item and entry shall be inserted namely :—

"(x) Shri Krishan Pratap, Director of Transport, Delhi Administration, Delhi".

[No. TGD(59)/76]

B. B. MAHAJAN, Joint Secy.

## अम मनालय

प्राविष्ट

नई दिल्ली, 28 फरवरी, 1976

का० अ० 3062.—केन्द्रीय सरकार की राय है कि इसमें उपावद्ध अनुसूची में विनिविष्ट विधयों के बारे में श्री चित्तर लाल, खान स्थामी, पुत्र श्री केगीलाल, डाकपर लम्बाखो, जिसा बन्दी की अस्थायी बन्दुप्रा पथर खान के प्रबंधनव से मम्बद्ध नियोजकों और उनके कर्मकारों के बीच एक श्रीधोगिक विवाद विद्यमान है,

और केन्द्रीय सरकार उक्त विवाद को न्यायनिर्णय के लिए निर्देशित करना आवश्यक समझती है,

अन्, अब, श्री श्रीधोगिक विवाद अधिनियम, 1947 (1947 गा 11) की धारा 7 की धारा 10 की उपधारा (1) के अनुष्ठान (अ) वार्ग प्रबल अधिनियमों का प्रयोग करते हुए, केन्द्रीय सरकार एक श्रीधोगिक अधिकरण गठित बारती है जिसके पीछामी श्री पृथग्नमापुर होंगे, जिनका मुख्यालय जयपुर से होगा और उक्त विवाद को उक्त प्रीधोगिक अधिकरण को न्यायनिर्णय के लिए निर्देशित करती है।

## अनुसूची

क्या श्री चित्तर लाल, खान स्थामी डाकधर और गाँव लम्बाखो जिला बुद्धी की बूद्धी (गजरथान जिले में लम्बाखो बन्दुप्रा पथर खान में नियोजित कर्मकार) किन्ही राष्ट्रीय और लोहार के दिनों के लिए गवेतन दुष्टियों की भज्जी के हकदार हैं? यदि हाँ, तो किस अवसरों पर और किस वर्ष से?

[मं. एन-29011/5/76-डी-III (बी)]

## MINISTRY OF LABOUR

## ORDER

New Delhi, the 28th February, 1976

**S.O. 3062.**—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the management of Lambakho Sand Stone Mine of Shri Chittarlal, Mine Owner, son of Shri Kesilal, Post Office Lambakho District Bundi and their workmen in respect of the matters specified in the Schedule hereto annexed;

And whereas the Central Government considers it desirable to refer the said dispute for adjudication,

New, therefore, in exercise of the powers conferred by Section 7A and clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1957), the Central Government hereby constitutes an Industrial Tribunal of which Shri U. N. Mathur shall be the Presiding Officer with headquarters at Jaipur and rears the said dispute for adjudication to the said Industrial Tribunal at Jaipur.

## SCHEDULE

Whether the workmen employed in Lambakho Sand Stone Mines in the District of Bundi (Rajasthan) of Shri Chittarlal, Mine Owner, post and Village Lambakho, District Bundi are entitled for grant of any paid national and festival holidays? If so, on what occasions and from which year?

[No. I. 29011/5/76/D III(B)]

## प्रावेष्ट

नई दिल्ली, 31 मई, 1976

का० अ० 3063.—केन्द्रीय सरकार की राय है कि इसमें उपावद्ध अनुसूची में विनिविष्ट विधयों के बारे में वैस्टर्न कॉल फैल्ड्स लिमिटेड की कोरेवा कॉलियरी, कोरेवा गवर्नरिया, कोरेवा के प्रबंध से मम्बद्ध नियोजकों और उनके कर्मकारों के बीच एक श्रीधोगिक विवाद विद्यमान है;

और केन्द्रीय सरकार उक्त विवाद को न्यायनिर्णय के लिए निर्देशित करना आवश्यक समझती है;

अन्, अब, श्रीधोगिक विवाद अधिनियम, 1947 (1947 गा 14) की धारा 10 की उपधारा (1) के अनुष्ठान (अ) वारा प्रदत्त शक्तियों का

प्रयोग करते हुए, केन्द्रीय सरकार उक्त विवाद को उक्त अधिनियम की धारा 7 के अधीन गठित केन्द्रीय सरकार श्रीधोगिक अधिकरण जबलपुर को न्यायनिर्णय के लिए निर्देशित करती है।

## अनुसूची

वह वैस्टर्न कॉल फैल्ड्स लिमिटेड की राजगामर कोलियरी, डाकधर गोरखा एवं राजगामर कोरेवा के प्रबंधनत वार्ड इसमें उपावद्ध अनुसूची में उल्लिखित अधिकारों को केन्द्रीय कोयला मजदूरी बोर्ड की मिकारियों के अनुसार प्रत्येक के नाम के मम्बद्ध विनिविष्ट श्रीधोगिक में नियुक्त न करने की कार्रवाई न्यायीक विवाद है? यदि नहीं, तो उक्त कर्मकार किस अनुसूची के हकदार हैं और किस तारीख से?

## अनुबन्ध

क्रमांक	नाम	पदनाम	नियुक्ति की तारीख
1	श्री हेथराम पुत्र दयाराम	ड्रैपर	23-7-74
2	श्री मादेन्द्र पुत्र जयराम	ग्रथोक्त	23-7-74
3	श्री कार्तिकराम पुत्र चमल	टिम्बरमैन	23-7-74
4	श्री मुकुलराम पुत्र का सीराम	कोलकट्टर लोडर	10-10-74
5	रामाधर पुत्र कन्हैया	ड्रिलर	23-7-74
6	श्री जेसराम पुत्र लालराम	ड्रेसर	23-7-74
7	श्री लक्ष्मण पुत्र मंगराम	लोडर	22-7-74
8	श्री मगलूरु पुत्र जानदराम	लैम्प रूम एंटर्नेंट	23-7-74
9	श्री जगनाथ पुत्र अषोरी	लोडर	18-5-85

[संख्या एन-2712/20/75-डी III बी०]

## ORDER

New Delhi, the 31st May, 1976

**S.O. 3063.**—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the management of Korba Colliery of Western Coalfields Limited Korba Sub-Area, Korba and their workmen in respect of the matters specified in the Schedule hereto annexed;

And whereas the Central Government consider it desirable to refer the said dispute for adjudication;

Now therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Central Government Industrial Tribunal, Jabalpur constituted under section 7A to the said act.

## SCHEDULE

Whether the action of the management of Rajgamar Colliery of Western Coalfields Limited, Korba Area, Korba, is justified in not placing the workmen mentioned in the annexure hereto in the category specified against each name in accordance with the Central Coal Wage Board Recommendations? If not, to what relief are the said workmen entitled and from what date?

## ANNEXURE

S. No.	Name	Designation	Date of appointment
1.	Shri Hethram S/o Dayaram	Trammer	23-7-74
2.	Shri Mohandra S/o Jairam	Do.	23-7-74
3.	Shri Kartikram S/o Chamroo	Timberman	23-7-74
4.	Shri Ramadhar S/o Kasiram	Coal Cutter Loader	10-10-74
5.	Shri Jaitram S/o Kanhaiya	Driller	23-7-74
6.	Shri Laxman S/o Lalaram	Dresser	23-7-74
7.	Shri Laxman S/o Gangaram	Loader	22-7-74

Sr. No.	Name	Designation	Date of Appointment
8.	Shri Mangaloo S/o Anandram	Lamp room attendant	23-7-74
9.	Shri Jagnath S/o Aghori	Loader	18-5-75
[No. L-22012/20/75-DIIIB]			

New Delhi, the 6th August, 1976

**S.O. 3064.**—In pursuance of section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 2, Dhanbad, in the industrial dispute between the employers in relation to the management of South Jharia Colliery of Messrs Bharat Coking Coal Ltd., Post Office Jharia and their workmen, which was received by the Central Government on the 24th July, 1976.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD.

**Reference No. 71 of 1975**

[In the matter of an industrial dispute under Section 10(1)(d) of the Industrial Disputes Act, 1947].  
(Ministry's Order No. L-20012/135/72/LRII/D.  
III A, dt. 18-6-75)

**PARTIES :**

Employers in relation to the management of Alkusa South Colliery of Messrs. Bharat Coking Coal Ltd., Post Office Kustore, District Dhanbad

AND

Their Workmen.

**APPEARANCES :**

On behalf of the Employer.—Shri S. S. Mukherjee, Advocate.

On behalf of the Workmen.—Shri S. Pal, Advocate.

**STATE :** Bihar.

**INDUSTRY :** Coal.

**AWARD**

The case was heard on the preliminary point raised by Bharat Coking Coal Ltd. that the reference is not maintainable against the Bharat Coking Coal Ltd. in whom the ownership of Alkusa South Colliery vested with effect from 1-5-72. The reference poses the question if the action of the Custodian of the said colliery is justified in terminating the services of the concerned workmen with effect from 11th February, 1972. So we are concerned with the Custodian's action and his liability. Who is this Custodian? Admittedly he was the person in whom the management of the colliery vested w.e.f. 17-10-71. The liability if any for this termination could have been of the Custodian, if at all. After the nationalisation of coal mines, it is not the custodian but it is the Government Company i.e. B. C. C. Ltd. in whom the ownership has vested w.e.f. 1-5-72. The industrial dispute as per the order of Reference is said to be existing between the management of Alkusa South Colliery owned by B. C. C. Ltd. and their workmen. As the custodian is not a party in this reference and no industrial dispute exists as per order of reference between the Custodian and their workmen, there can be no question of making the Custodian liable for his alleged action. Then the question arises if the successor B.C.C.L. after the nationalisation can be made liable, if at all, for the action of the Custodian. Now Section 9(1) of the Nationalisation Act provides for the liability of the owner, agent manager in relation to any period prior to the appointed day i.e. 1-5-72. As prior to 1-5-72 the management was only taken over, the Custodian can at best be said to be the agents or Manager (one who manages) of the private owner prior to 1-5-72. In that sense the Custodian may have some liability. Custodian is not a party in this reference. Be that as it may, Section

9(2) (a) and (b) overrides section 9(1) in a sense. According to Sec. 9(2)(a) no claim prior to 1-5-72 can be enforced against Central Government or Government Company. Section 9(2)(b) provides that no award, order of any Court or Tribunal passed after 1-5-72 for a claim arising before 1-5-72 shall be enforceable against Central Govt. or Govt. company. The claim in this case is for a period prior to 1-5-72 and so the claim of the concerned workman is hit by Section 9(2)(a). Then the award if any passed now will be an award or order passed after appointed day i.e. 1-5-72 for a claim or dispute which accrued prior to 1-5-72 (appointed day). So the claim or dispute of the workmen is also hit by Sec. 9(2)(b). The BCCL is the Government Company after vesting of ownership of the coal mines. In any view of the matter the B.C.C. Ltd. cannot be roped in in view of the law stated above.

Accordingly I find that the reference is not maintainable against Bharat Coking Coal Limited, and the same fails on this ground.

This is my award.

19th July, 1976.

K. K. SARKAR, Presiding Officer.

[No. L-20012/135/72-LRII/DIIIA]

**S.O. 3065.**—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 2, Dhanbad in the industrial dispute between the employers in relation to the management of Balihari Colliery of Messrs Bharat Coking Coal Ltd., P. O. Kusunda and their workmen, which was received by the Central Government on the 26th July, 1976.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD.

**Reference No. 82 of 1975**

In the matter of an industrial dispute under Section 10 (1)(d) of the Industrial Disputes Act, 1947.

(Ministry's Order No. L-20012/77/75/D. IIIA, Dated 18-7-1975.)

**PARTIES :**

Employers in relation to the management of Balihari Colliery of Messrs Bharat Coking Coal Limited, Post Office Kusunda, District Dhanbad

AND

Their Workmen.

**APPEARANCES :**

On behalf of the employers.—Shri S. S. Mukherjee, Advocate.

On behalf of the Workmen.—Shri B. Lal, Advocate.

**STATE :** Bihar.

**INDUSTRY :** Coal.

**AWARD**

The Government of India, Ministry of Labour sent the above reference to this Tribunal for adjudication of the industrial dispute involved with the following issues framed :—

(1) Whether the action of the management of Balihari Colliery of Messrs Bharat Coking Coal Limited, Post Office Kusunda, District Dhanbad, in dismissing Shri Saijoo Vishwakarma, Welder, with effect from 20th December, 1974 is justified.

(2) If not, to what relief is the said workmen entitled?

The case of the employers in short is that the concerned workman was issued a chargesheet dated 6th September, 1974 for misconduct and for causing obstructions to the work in progress. The concerned workman submitted his explanation on 9-9-74 denying the allegation. As the explanation was not found satisfactory a domestic enquiry was held to enquire into the charges levelled against him. The enquiry officer submitted his report holding the con-

cerned workman guilty of charges of misconduct and obstruction to the work in progress. The findings of the enquiry officer were accepted and the concerned workman was dismissed from the service on 20th December, 1974. The case of the workmen in short is that the concerned workman was working for about 15 years as permanent employee at the said colliery. He also happens to be the Branch Secretary of the Colliery Engineering Worker's Association. It is alleged that due to trade union activities of the concerned workman the management got annoyed with him. The charges framed against the concerned workman are all false and concocted. The enquiry that was held was perfunctory and the findings of the enquiry officer was perverse; the workmen was not given proper chances to defend his case fearlessly which was in violation of principles of natural justice. It is submitted that there could be no question of the concerned workman misbehaving with Shri R. Jha, Assistant Manager of the Colliery as at the relevant time Shri Jha was on underground duty.

2. As a domestic enquiry was held in connection with the charges levelled against the concerned workman a preliminary point was taken up with regard to the validity and legality of the domestic enquiry. The fact that a domestic enquiry was held is not denied. The allegation of the workmen in their written statement is that the domestic enquiry that was held was perfunctory and the concerned workman was not given chances to defend him fully in violation of the principles of natural justice. In the written statement, however, no facts have been pleaded which go to make the enquiry perfunctory and no facts have also been pleaded to show how the principles of natural justice were violated in conducting the enquiry. The concerned workman Shri Sarjoo Vishwakarma was examined himself as WW1 before me and in his examination-in-chief he has not stated anything about the violation of principles of natural justice or denial of opportunity given to him to defend his case. On the other hand the enquiry officer Shri R. P. Singh who was Personnel Officer of Balihari Colliery of B.C.C. Ltd. who held the enquiry was examined as MW1. His evidence is that the concerned workman was present in the enquiry. He further says that the evidence was recorded by him and read over to the concerned workman and was also explained to him in Hindi. The concerned workman cross-examined the management's witnesses and enquiry officer recorded the statement of the concerned workman as given to him. The workmen did not examine his own witness. The enquiry officer has proved the proceedings of enquiry conducted by him which were recorded by him in his own hand in Hindi and these proceedings bear the signatures of the witnesses concerned and also of the enquiry officer (Ext. M3). He further says that the concerned workman declined to sign the pages of the enquiry proceedings. The enquiry officer also proved his report under his signature (Ext. M4). It does not appear that the concerned workman at the relevant time or immediately thereafter made a complaint about the violation of the principles of natural justice or denial of opportunity to defend his own case. In view of the evidence on record I am inclined to hold that the domestic enquiry was properly held by the enquiry officer. That is one side. The concerned workman in the written statement filed alleges that the whole incident is concocted, as it will be evident from Attendance Register that at the relevant time Shri R. Jha was working underground though the incident is reported to have taken place overground. Before considering this allegation of the concerned workman it is necessary to see what was his reply to the chargesheet. It appears that he had given a reply to the chargesheet (Ext. M2) and it is nowhere stated in above reply to the chargesheet that at the relevant time Shri R. Jha was on duty underground. This was a very important point so far the concerned workman is concerned and his omission to mention the above fact in reply to the chargesheet is very much significant. On the other hand he has stated in the reply of the chargesheet that he was told to weld the cast iron coupling which was refused on valid grounds and here was no altercation nor any quarrel. There is no explanation before me as to why that important fact was omitted in the charge-sheet. It is true that the Attendance Register which was filed for the first time before me (Ext. W2) shows the duty of Shri R. Jha underground at the relevant period. The enquiry officer sought to judge the whole thing from the evidence adduced before him and it appears from the evidence that neither the employers nor the workmen produced attendance register before him. It does not also appear that the work-

men had insisted on the production of the Attendance Register before the enquiry officer. The Tribunal get jurisdiction to consider the evidence adduced before him only when the question of dismissal is at large before the Tribunal. At this stage we have started dealing with the legality and validity of the domestic enquiry. Confining my attention to the evidence as recorded in the domestic enquiry it appears from the evidence of Shri Bishun Singh and Rati Ram two independent witnesses examined at the instance of the enquiry officer that there were some talks between Shri Jha and the concerned workman at the relevant time though the above witnesses did not hear the subject matter of the talks between them. Shri Mukherjee another Officer of the Colliery who was examined before the enquiry officer also says that there were some talks between Shri R. Jha and the concerned workman and he has spoken about the talks to some extent. So from the materials that were placed before the enquiry officer, the only plausible conclusion is that there were some talks between the concerned workman and Shri Jha at the relevant time. The question may arise how Shri Jha could have been present on surface to have talks with the concerned workman when in the Attendance Register he has been shown underground. There may be so many circumstances which could make it possible for Shri Jha to come out at that time, and in the absence of material before me and in the absence of specific allegation in reply to the chargesheet of the concerned workman about Shri R. Jha remaining underground at the relevant period, I do not think it proper to speculate as to how this happened. Analysing the evidence I am inclined to believe that there were some talks between Shri R. Jha and the concerned workman at the relevant time. I may now come to the findings of the enquiry officer. It appears that he held the enquiry on three counts of charges i.e. (1) disorderly behaviour (2) damage to work in progress and (3) abatement or attempt at abatement of any of the above acts of misconducts, in accordance with the clause 27(5)(9) and (20) of the Standing Orders applicable to the Colliery. He the enquiry officer, found the concerned workman guilty of the charge of disorderly behaviour and causing damage to work in progress. He however did not find him guilty of the charge of abatement of or attempt at abatement as stated above. I have carefully gone through the chargesheet issued to the concerned workman Ext. M1 and fail to find inspite of great efforts that there was any charge of causing damage to work in progress and abatement or attempt at abatement of any of the above acts as stated above. The enquiry officer examined as MW1 candidly admits that there was no charges against the concerned workman of causing damage to work in progress and abatement of or attempt at abatement. I do not for myself understand how the enquiry officer could read between the lines of the chargesheet that there was any charge of causing damage to work in progress or abatement of or attempt of abatement. He was examined before me and there was no attempt to clarify the position. Naturally therefore I am inclined to observe that the enquiry officer did overdo his work. This overdoing on the part of the enquiry officer, that is in holding the enquiry into the charges which were not there, and finding the concerned workman guilty of a charge which he was not charged with in the chargesheet does not go by itself but it might have gone a long way in influencing the management to order his dismissal. In other words if the workman was found guilty of disorderly behaviour alone, the management could have thought of giving him a punishment lighter than dismissal but when the enquiry officer found him guilty of two charges, it might have gone a long way to aggravate the punishment meted out to the concerned workman. The question may arise in this connection that when an enquiry has been properly held and there was no violation of principles of natural justice, the Tribunal cannot but accept the action of the management, and cannot interfere with the findings of the domestic enquiry. In other words the Tribunal cannot sit in appeal over the findings of the domestic enquiry and substitute its own findings in place of the findings of the enquiry officer. That was surely the law before introduction of Section 11A on the Statute book of industrial law i.e. Industrial Disputes Act. Now, where the employers held a proper and valid domestic enquiry, the Tribunal under Section 11A of the Act, is now clothed with the power to reappraise the evidence in the domestic enquiry and satisfy itself if the misconduct has been established by the evidence at the domestic enquiry. The Tribunal may

disagree with the findings of the enquiry officer and hold that the misconduct is not established by the evidence at the domestic enquiry. The Tribunal may also hold that the misconduct is proved in a properly held enquiry but such established misconduct does not merit punishment by way of discharge or dismissal and may lower the punishment also. In other words what was the satisfaction of the enquiry officer before has given place to the satisfaction of the Industrial Tribunal under the newly added Section 11A on the Statute book. The above finds place in the decision of the Supreme Court in the case of Workmen of Fire Stone Tyre & Rubber Co. vs. Management (1973 I.L.J. 278). On the above authority I make bold to satisfy myself if on reappraisal of the evidence adduced in the domestic enquiry I should or should not interfere with findings of the domestic enquiry. I have already discussed about the enquiry officer holding the concerned workman guilty of a charge which he was not charged with in the chargesheet and its possible repercussion on the matter of awarding punishment to the concerned workman. That apart, I may probe further in the evidence that was adduced before the Enquiry Officer. Shri R. Jha the complainant has stated in detail before the enquiry officer as to what talks exchanged between the concerned workman and him, how the concerned workman got excited and how the concerned workman told him that he would see Shri R. Jha and would also get him dismissed. Admittedly, Shri K. Mukherjee, Executive Engineer who was examined as MW 2 before the enquiry officer was present at the scene and he does not appear to have corroborated Shri R. Jha in the vital portions. It appears from the evidence of Shri Mukherjee that there was some exchange of words between the concerned workman and Shri R. Jha over introduction of a coupling underground and thereafter the concerned workman practically stopped. Shri R. Jha it appears introduced some other matters and said something which might have given provocation to the concerned workman to say something which he should not have. In other words after the initial altercation was over, Shri R. Jha introduced fire to the already explosive situation which could have completely subsided if Shri Jha also stopped as concerned workman had already stopped. Admittedly the concerned workman was an ordinary workman as opposed to Shri R. Jha who was first class Engineer. Discipline and decorum demand that the subordinate should not ill-treat his superior. I do not for a single moment lend support to what the concerned workman had said in reply to provocative words used by Shri R. Jha. I know that I am not dealing with a criminal case to justify the action of the concerned workman on provocation but still then having gone through the evidence of Shri K. Mukherjee I cannot but feel that the provocation caused to the concerned workman went a long way to aggravate the situation. Then Shri R. Jha in his evidence before the enquiry officer named Shri Bishun Singh and Shri Rati Ram as the persons who were eye witnesses to the incident. Both the above persons were examined at the instance of the enquiry officer but they did not corroborate Shri R. Jha in this respect. In view of the facts and circumstances stated above and in view of evidence on record I cannot persuade myself to hold the concerned workman guilty of disorderly behaviour in the sense in which it is understood in the Standing Orders where disorderly behaviour has been classified as a misconduct. Accordingly the Tribunal is satisfied that the order of dismissal following the domestic enquiry was not justified. Now if the Tribunal is not satisfied about the misconduct or disorderly behaviour having been proved, what would follow. Should the whole matter be at large before the Tribunal or the order of dismissal should be set aside straightway by the Tribunal without giving an opportunity to the employers to establish their case on merit. I may quote here from the judgment of the Supreme Court in the case of Workmen of Fire Stone Tyre & Rubber Co. vs. Management 1973, I.L.J. page 278 at page 294 and 295 :

Para 33—We will first consider cases where an employer has held a proper and valid domestic enquiry before passing the order of punishment. Previously the Tribunal had no power to interfere with its finding of misconduct recorded in the domestic enquiry unless one or other infirmities pointed out by this Court in Indian Iron & Steel Co., Ltd. (supra) existed. The conduct of disciplinary proceeding and the punishment to be imposed were all considered to be a managerial function with which the

Tribunal had no power to interfere unless the finding was perverse or the punishment was so harsh as to lead to an inference of victimisation or unfair labour practice. This position, in our view, has now been changed by S. 11A. The words "in the course of the adjudication proceeding, the Tribunal is satisfied that the order of discharge or dismissal was not justified" clearly indicates that the Tribunal is now clothed with the power to reappraise the evidence in the domestic enquiry and satisfy itself whether the said evidence relied on by an employer established the misconduct alleged against a workman. What was originally a plausible conclusion that could be drawn by an employer from the evidence, has now given place to a satisfaction being arrived at by the Tribunal that the finding of misconduct is correct. The limitations imposed on the powers of the Tribunal by the decision in Indian Iron & Steel Co., Ltd. case (supra), can no longer be invoked by an employer. The Tribunal is now at liberty to consider not only whether the finding of misconduct recorded by an employer is correct, but also to differ from the said finding if a proper case is made out. What was once largely in the realm of the satisfaction of the employer, has ceased to be so, and now it is the satisfaction of the Tribunal that finally decides the matter.

Para 37—Therefore, it will be seen that both in respect of cases where a domestic enquiry has been held as also in cases where the Tribunal considers the matter on the evidence adduced before it for the first time the satisfaction under S. 11A about the guilt or otherwise of the workmen concerned, is that of the Tribunal. It has to consider the evidence and come to a conclusion one way or other. Even in cases where an enquiry has been held by an employer and a finding of misconduct arrived at, the Tribunal can now differ from that finding in a proper case and hold that no misconduct is proved.

Para 31—This will be a convenient stage to consider the contents of S. 11A. To invoke S. 11A, it is necessary that an industrial dispute of the type mentioned therein should have been referred to an Industrial Tribunal for adjudication. In the course of such adjudication, the Tribunal has to be satisfied that the order of discharge or dismissal was not justified. If it comes to such a conclusion, the Tribunal has to set aside the order and direct reinstatement of the workman on such terms as it thinks fit. The Tribunal has also power to give any other relief to the workman including the imposing of a lesser punishment having due regard to the circumstances. The proviso casts a duty on the Tribunal to rely only on the materials on record and prohibits it from taking any fresh evidence."

So, in my judgment it is clear from the judgment of the Supreme Court that Tribunal is now clothed with the power to reappraise the evidence in the domestic enquiry and satisfy itself whether the said evidence relied on by the employer has established the misconduct alleged against the workman. The Supreme Court has further found that if in course of such adjudication the Tribunal is not satisfied about the justifiability of the order of discharge or dismissal, the Tribunal has to set aside the order and direct reinstatement of the workman on such terms as it thinks fit. On the authority of the above decision I find that the misconduct has not been proved, that the order of discharge or dismissal is not justified and I am to set aside the order and direct reinstatement, without more. In other words in such circumstances opportunity being given to the employers to prove their case on merit does not arise. The Supreme Court in the above decision empowers the Tribunal to set aside the order of dismissal and order reinstatement of the dismissed workman on such terms as it thinks proper. It appears that the concerned workman was dismissed from service with effect from 20th December, 1974 and he filed a petition for reinstatement without admitting the charges levelled against him. It further appears from Ext. W. 3 that the concerned workman was allowed

duty with effect from 22-9-75. The terms which I attach to the reinstatement of concerned workman 1, that he should not be given back wages from the date of his dismissal 20-12-74 to the date prior to his reinstatement on 22-9-75. But his continuity of his service should remain all through.

3. In the result, the action of management of Balihari Colliery of Messrs Bharat Coking Coal Limited, Post Office Kusunda, District Dhanbad, in dismissing Shri Sanjoo Vishwakarma, Welder, with effect from 20th December, 1974 is found not justified. The concerned workman be reinstated in his job with effect from the date of his dismissal i.e. 20-12-74 with continuity of service. The concerned workman however is not allowed back wages from the date of dismissal with effect from 20-12-74 to the date prior to his reinstatement by the management on 21-9-75 on the petition (Ext. W. 3).

This is my award.

K. K. SARKAR, Presiding Officer  
[No. L-20012/77/75/DHIA]  
S. H. S. IYER, Desk Officer

आदेश

नई दिल्ली, 6 जूलाई, 1976

का० आ० 3067.—केन्द्रीय सरकार की राय है कि इसमें उपायावद अनुसूची में विनिविष्ट विधयों के बारे में श्री कैलाल चन्द यादव, खान स्वामी की आम्लाला बलुआ पथर खान, चाकधर तैराज, जिला आलाहाड़ के प्रबंधतात्र से सम्बद्ध नियोजकों और उनके कर्मकारों के बीच एक औद्योगिक विवाद विद्यमान है,

श्रीर केन्द्रीय सरकार उक्त विवाद को न्यायनिर्णयन के लिए निर्देशित करना चाहनीय समझती है;

अतः भ्रव, औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 10 की उपधारा (1) के खंड (घ) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार उक्त विवाद को उक्त अधिनियम की धारा 7क के अधीन गठित औद्योगिक अधिकारण, जबलपुर को न्यायनिर्णयन के लिए निर्देशित करती है।

अनुसूची

क्या श्री कैलाल चन्द यादव, खान स्वामी, की आम्लाला बलुआ पथर खान, चाकधर तैराज, जिला आलाहाड़ में नियोजित कर्मकारों की सेवन राज्यीय और लोकार के दस ग्रवकाण दिनों की मृती सर्ववी मार न्यायोचित है? यदि हाँ, तो किन ग्रवगारों पर और किस वर्ष में?

[मंडगा एल०-29011(12)/76-ई०३(बी)]  
एग० एन० एन० प्रभ० प्रभ्यर, अनुभाग अधिकारी (वि०)

ORDER

New Delhi, the 6th July, 1976

S.O. 3066.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the management of Ambala Sand Stone Mine of Shri Kailash Chand Yadav, Mine Owner, Post Office Taraj, District Jhalarai and their workmen in respect of the matters specified in the Schedule hereto annexed;

And whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal, Jabalpur, constituted under section 7A of the said Act.

SCHEDULE

Whether the demand of the workmen employed in Ambala Sand Stone Mine, Post Office Taraj, District Jhalarai, of Shri Kailash Chand Yadav, Mine Owner, for grant of ten paid national and festival

holidays is justified? If so, on what occasions and from which year?

[No. L-29011/12/76-D. III(B)]  
S. H. S. IYER, Section Officer (Spl.)

आदेश

नई दिल्ली, 19 मई, 1976

का० आ० 3067.—केन्द्रीय सरकार की राय है कि इसमें उपायावद अनुसूची में विनिविष्ट विधयों के बारे में मैर्सरी भारत कोकिं कोल लिमिटेड की गाउथ फ्रिया कोयला खान, डाकधर अरिया तिला धनबाद के प्रबंधतात्र से सम्बद्ध नियोजकों और उनके कर्मकारों के बीच एक औद्योगिक विवाद विद्यमान है,

और केन्द्रीय सरकार उक्त विवाद को न्यायनिर्णयन के लिए निर्देशित करना चाहनीय समझती है,

अतः भ्रव, भ्रव, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 10 की उपधारा (1) के खंड (घ) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार उक्त विवाद को उक्त अधिनियम की धारा 7क के अधीन गठित केन्द्रीय सरकार औद्योगिक अधिकारण एवं श्रम न्यायालय संख्या 3, धनबाद को न्यायनिर्णयन के लिए निर्देशित करती है।

अनुसूची

(i) क्या मैर्सरी भारत कोकिं कोल लिमिटेड की गाउथ फ्रिया कोयला खान, डाकधर अरिया, जिला धनबाद के प्रबंधतात्र की श्री पारम सिंह को 9-6-75 से मूर्ती के रूप में कार्य करते की अनुमति देने से इन्कार करने की कार्रवाई न्यायोचित है? यदि नहीं, तो उक्त कर्मकार किस अनुतोष का हकदार है?

(ii) क्या मैर्सरी भारत कोकिं कोल लिमिटेड की गाउथ फ्रिया कोयला खान, डाकधर-अरिया जिला धनबाद (विहार) के प्रबंधतात्र की श्री कांटिक चन्द राय को हिस्पेच लिपिक के रूप में कार्य करते की अनुमति देने से इन्कार करने की कार्रवाई न्यायोचित है? यदि नहीं, सो कर्मकार किस अनुतोष का हकदार है और किस तारीख से?

[म० एल०-29011/281/75-डी०III]

ORDER

New Delhi, the 19th May, 1976

S.O. 3067.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the management of South Jharia Colliery of Messrs Bharat Coking Coal Limited, P.O. Jharia, District Dhanbad and their workmen in respect of the matters specified in the Schedule hereto annexed;

And whereas the Central Government consider it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Central Government Industrial Tribunal cum Labour Court No. 3 Dhanbad constituted under section 7A of the said Act.

SCHEDULE

(i) Whether the action of the management of South Jharia Colliery of Messrs Bharat Coking Coal Limited Post Office Jharia Dist. Dhanbad in refusing to allow Shri Paras Singh to work as Munshi with effect from 9-6-75 is justified? If not, to what relief is the said workman entitled?

(ii) Whether the action of the management of South Jharia Colliery of Messrs Bharat Coking Coal Limited Post Office Jharia Dist. Dhanbad (Bihar) in refusing to allow Shri Fatick Chandra Roy to

work as Despatch Clerk is justified? If not, to what relief is the workman entitled and from which date?

[No. L-20012/281/75/DIIIA]

आदेश

नई दिल्ली, 22 मई, 1976

का० आ० 3068.—केन्द्रीय सरकार की राय है कि इससे उपायद्वा धनबद्धी में विनिविष्ट विषयों के बारे में मैसर्स भारत कोकिंग कोल लिमिटेड की कुसुन्डा कोयला खान, डाकघर कुपुन्डा, जिला—धनबाद के प्रबन्धतन्त्र से सम्बद्ध नियोजकों और उनके कर्मकारों के बीच एक श्रोतोंगिक विवाद विद्यमान है;

और केन्द्रीय सरकार उक्त विवाद की न्यायनिर्णयन के लिए निर्वैशित करना चाहती है,

अतः, अब, श्रोतोंगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 10 की उपधारा (1) के खण्ड (घ) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार उक्त विवाद को उक्त अधिनियम की धारा 7 के अधीन गठित केन्द्रीय मण्डल श्रोतोंगिक अधिकरण एवं श्रम न्यायालय संघा 2, धनबाद को न्यायनिर्णयन के लिए निर्वैशित करती है।

अनुमूल्य

क्या मैसर्स भारत कोकिंग कोल लिमिटेड की कुसुन्डा कोयला खान डाकघर कुसुन्डा, जिला धनबाद के प्रबन्धतन्त्र की सर्वश्री रामाशीश प्रजापत और बिन्देश्वर पण्डित, विस्फोटक वाहक, को 25-7-75 से काम से रोकने की कार्रवाई न्यायोचित है। यदि नहीं, तो उक्त कर्मकार किस श्रम न्यायालय संघा 2, धनबाद को न्यायनिर्णयन के लिए निर्वैशित करती है?

[मंशा एन०-20012/275/75-सी-IIIए]

ORDER

New Delhi, the 22nd May, 1976

S.O. 3068.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the management of Kusunda Colliery of Messrs Bharat Coking Coal Limited P.O. Kusunda Distt. Dhanbad and their workmen in respect of the matters specified in the Schedule hereto annexed;

And whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Central Government Industrial Tribunal-cum-Labour Court No. 2, Dhanbad constituted under section 7A of the said Act.

SCHEDULE

Whether the action of the management of Kusunda Colliery of Messrs Bharat Coking Coal Limited Post Office Kusunda Distt. Dhanbad in stopping S/Shri Ramasish Prajapati and Bindeshwar Pandit Explosive carriers with effect from 25-7-75 is justified? If not to what relief are the said workmen entitled?

[No. L-20012/275/75-D. IIIA]

आदेश

नई दिल्ली, 25 मई, 1976

का० आ० 3069.—केन्द्रीय सरकार की राय है कि इस उपायद्वा धनबद्धी में विनिविष्ट विषयों के बारे में मैसर्स भारत कोकिंग कोल लि०

की दामोदा कोलियरी, डाकघर कर्मांड, जिला धनबाद के प्रबन्धतन्त्र से सम्बद्ध नियोजकों और उनके कर्मकारों के बीच एक श्रोतोंगिक विवाद विद्यमान है;

और केन्द्रीय सरकार उक्त विवाद को न्यायनिर्णयन के लिए निर्वैशित करना चाहती है,

अतः, अब, श्रोतोंगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 10 की उपधारा (1) के खण्ड (घ) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार उक्त विवाद को उक्त अधिनियम की धारा 7 के अधीन गठित केन्द्रीय मण्डल श्रोतोंगिक अधिकरण एवं श्रम न्यायालय संघा 2, धनबाद को न्यायनिर्णयन के लिए निर्वैशित करती है।

अनुमूल्य

क्या मैसर्स भारत कोकिंग कोल लिमिटेड की दामोदा कोलियरी, डाकघर कर्मांड बरस्ता मोहुडा, जिला गिरिधिल के प्रबन्धतन्त्र की, सर्वश्री धनराज महातो और रामेश्वर महातो, खिलों को उनको स्थाई विषयकित के पूर्वाधिकार को समाप्त करने और उन्हें 16 जुलाई, 1975 से बदली सूची में रखने की कार्रवाई न्यायोचित है? यदि नहीं, तो दोनों कर्मकार किस श्रम न्यायालय के हक्कावार हैं?

[स एन०-20012/8/76-टी० III-ए०]

ORDER

New Delhi, the 25th May, 1976

S.O. 3069.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the management of Damoda Colliery of M/s. Bharat Coking Coal Ltd. P.O. Karmatand Distt. Dhanbad and their workmen in respect of the matters specified in the Schedule hereto annexed;

And whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Central Government Industrial Tribunal-cum-Labour Court No. 2, Dhanbad constituted under section 7A of the said Act.

SCHEDULE

Whether the action of the management of Damoda Colliery of Messrs Bharat Coking Coal Limited Post Office Karmatand via Mohuda District Giridih in terminating the liens of S/Shri Dhanraj Mahato and Rameshwar Mahato Miners on their permanent appointment and placing them on the Badli list with effect from 16th July, 1975 is justified? If not, to what relief are the two workmen entitled?

[No. L-20012/8/76-D IIIA]

आदेश

का० आ० 3070.—केन्द्रीय सरकार की राय है कि इससे उपायद्वा धनबद्धी में विनिविष्ट विषयों के बारे में मैसर्स स्टील कम्पनी लिमिटेड की नूतुजिल जीतपुर कोयला खान डाकघर भाग जिला धनबाद के प्रबन्धतन्त्र से सम्बद्ध नियोजकों और उनके कर्मकारों के बीच एक श्रोतोंगिक विवाद विद्यमान है,

और केन्द्रीय सरकार उक्त विवाद को न्यायनिर्णयन के लिए निर्वैशित करना चाहती है;

अतः अब, श्रीधोगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 10 की उपधारा (1) के खंड (घ) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार उक्त विवाद को उक्त अधिनियम की धारा 7के के अधीन गठित केन्द्रीय सरकार श्रीधोगिक अधिकरण एवं श्रम न्यायालय संख्या-2, धनबाद को न्यायनिर्णय के लिए निर्वैधित करती है।

#### अनुसूची

क्या मैसर्स इंडियन आयरन एंड नॉडियन कम्पनी लिमिटेड की नुनूडियन जीतपुर कोयला आन, डाकघर भाग, जिला धनबाद के प्रबन्धतन्त्र की श्री शंकर दासोन्ही, आन मेटर, को पहली जूलाई, 1975 से पदच्युत करने की कार्रवाई न्यायोनित है? यदि नहीं, तो उक्त कर्मकार किस अनुतोष का हक्कदार है?

[सं. एन०-20012/278/75-डी० III प]

#### ORDER

**S.O. 3070.**—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the management of Noonodih Jitpur Colliery of Messrs Indian Iron and Steel Company Limited Post Office Bhaga Distt. Dhanbad and their workmen in respect of the matters specified in the Schedule hereto annexed;

And whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Dispute Act, 1947, (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Central Government Industrial Tribunal-cum-Labour Court No. 2, Dhanbad constituted under section 7A of the said Act.

#### SCHEDULE

Whether the action of the management of Noonodih Jitpur Colliery of Messrs Indian Iron and Steel Company Limited Post Office Bhaga, District Dhanbad in dismissing Shri Shanker Dasondhi, on settee from service with effect from 1st July, 1975 is justified? If not, to what relief is the said workman entitled?

[No. L-20012/278/75/D IIIA]

#### आवेदन

का० आ० 3071.—केन्द्रीय सरकार की यात्रा है कि इससे उपाख्य अन्धकारी में विनिर्दिष्ट विशेषों के बारे में मैसर्स भारत कोकिंग कोल लिमिटेड की तेतुलिया कोलियरी, शाकघर कल्पासगढ़, जिला धनबाद के प्रबन्धतन्त्र से सम्बन्ध नियोजकों और उनके कर्मकारों के बीच एक श्रीधोगिक विवाद विद्यमान है;

और केन्द्रीय सरकार उक्त विवाद को न्यायनिर्णय के लिए निर्वैधित करना चाहनीय समस्ती है,

अतः अब, श्रीधोगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 10 की उपधारा (1) के खंड (घ) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार उक्त विवाद को उक्त अधिनियम की धारा 7के के अधीन गठित केन्द्रीय सरकार श्रीधोगिक अधिकरण एवं श्रम न्यायालय संख्या 3, धनबाद को न्यायनिर्णय के लिए निर्वैधित करती है।

#### अनुसूची

क्या मैसर्स भारत कोकिंग कोल लिमिटेड की तेतुलिया कोलियरी, शाकघर कल्पासगढ़, जिला धनबाद के प्रबन्धतन्त्र की 20 सितम्बर, 1975

से निम्नलिखित अठारह शक्तियों को काम से रोको जो कार्रवाई नहीं नित है? यदि नहीं तो, कर्मकार किस अनुतोष के हक्कदार हैं?

श्रमक	नाम	पदनाम
1.	श्री दुख राम पासी	कोल कटर
2.	श्री शिवराज पासी	यथोक्त
3.	श्री शियम्बर पासी	यथोक्त
4.	श्री रामदुलारे पासी	यथोक्त
5.	श्री मतसु पासी	यथोक्त
6.	श्री कालका पासी	यथोक्त
7.	श्री चन्द्रपाल पासी	यथोक्त
8.	श्री मोहम्मद कायूम	यथोक्त
9.	श्री मोहम्मद अपकार	यथोक्त
10.	श्री मोहम्मद अहमद	यथोक्त
11.	श्री अब्दुल रजाक	यथोक्त
12.	श्री एनुल प्रती	यथोक्त
13.	श्री सिजुरीन	यथोक्त
14.	श्री हितमुद्दीन	यथोक्त
15.	श्री बारा अब्दुल रजाक	यथोक्त
16.	श्री इब्राहिम हस्तन	यथोक्त
17.	श्री नूर मोहम्मद	यथोक्त
18.	श्री रामू रौत	यथोक्त

[सं. एन०-20012/13/78-डी० III-ए०]

#### ORDER

**S.O. 3071.**—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the management of Tetulia Colliery of Messrs Bharat Coking Coal Limited, Post Office Katrasgarh Distt. Dhanbad and their workmen in respect of the matters specified in the Schedule hereto annexed.

And whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947, (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Central Government Industrial Tribunal cum-Labour Court No. 3, Dhanbad constituted under section 7A of the said Act.

#### SCHEDULE

Whether the action of the management of Tetulia Colliery of Messrs Bharat Coking Coal Limited Post Office Katrasgarh District Dhanbad in stopping from work the following eighteen workmen with effect from 20th September, 1975 is justified? If not to what relief are the workmen entitled?

Sl. No.	Name	Designation
1.	Shri Dukh Ram Pasi	Coal Cutter
2.	Shri Shivraj Pasi	-do-
3.	Shri Siyamber Pasi	-do-
4.	Shri Ramdulare Pasi	-do-
5.	Shri Matru Pasi	-do-
6.	Shri Kalka Pasi	-do-
7.	Shri Chandpal Pasi	-do-
8.	Shri Mohammed Kayum	-do-
9.	Shri Mohammed Affar	-do-
10.	Shri Mohammed Ahammed	-do-
11.	Shri Abdul Rajak	-do-
12.	Shri Ainul Ali	-do-

1	2	3
13. Shri Saizuddin . . .	Coal Catter	
14. Shri Hisamuddin . . .	-do-	
15. Shri Bara Abdul Rajak . . .	-do-	
16. Shri Enbe Hassan . . .	-do-	
17. Shri Noor Mohammed . . .	-do-	
18. Shri Ramu Raat . . .	-do-	

[No. L-20012/13/76-DIII A]

## आदेश

नई दिल्ली, 31 मई, 1976

का० आ० 3072.—केन्द्रीय सरकार की राय है कि इससे उपायद्र अनुसूची में विनिर्दिष्ट विषयों के बारे में मैसर्स कोल माइन्स प्रशारिटी लिमिटेड की शामपुर II कोलियरी, डाकघर खास और जिला धनबाद के प्रबन्धनत्व से सम्बन्ध नियोजकों और उनके कर्मकारों के बीच एक औद्योगिक विवाद विद्यमान है;

और केन्द्रीय सरकार उक्त विवाद को न्यायनिर्णयन के लिए निर्देशित करना चाहनीय समझती है;

अतः, मम, औद्योगिक विवाद प्रधिनियम, 1947 (1947 का 14) की धारा 10 की उपधारा (1) के खंड (ब) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार उक्त विवाद को उक्त प्रधिनियम की धारा 7के प्रधीन गठित केन्द्रीय सरकार औद्योगिक प्रधिकरण एवं अम न्यायालय संघा 3, धनबाद को न्यायनिर्णयन के लिए निर्देशित करती है।

## अनुसूची

मैसर्स भारत कोकिंग कोल लिमिटेड की साऊथ लिमरा कोलियरी, डाकघर खास और जिला धनबाद के प्रबन्धनत्व की, अपनी कोलियरी के एक कर्मकार श्री गोविंद बोजरी को 3-8-75 से काम से रोकते की कार्रवाई न्यायोनित है? यदि नहीं, तो कर्मकार किस अनुतोष का हकदार है?

[सं. एल-20012/(27)/76-दी० III (ए०)]

## ORDER

New Delhi, the 31st May, 1976

S.O.3072.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the management of South Tisra Colliery of Messrs Bharat Coking Coal Limited, Post Office Khas Jeenagora, District Dhanbad and their workmen in respect of the matters specified in the Schedule hereto annexed;

And whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Central Government Industrial Tribunal-cum-Labour Court No. 3, Dhanbad constituted under Section 7A of the said Act.

## SCHEDULE

Whether the action of the management of South Tisra Colliery of Messrs Bharat Coking Coal Limited, Post Office Khas Jeenagora, District Dhanbad in stopping from work Shri Govinda Bouri a workman of their Colliery with effect from 3-8-75 is justified? If not, to what relief is the workman entitled?

[No. L-20012/(27)/76-D-III(A)]

## आदेश

नई दिल्ली, 8 जून, 1976

का० आ० 3073.—केन्द्रीय सरकार की राय है कि इससे उपायद्र अनुसूची में विनिर्दिष्ट विषयों के बारे में मैसर्स कोल माइन्स प्रशारिटी लिमिटेड की शामपुर II कोलियरी, डाकघर निर्सचटी जिला धनबाद के प्रबन्धनत्व से सम्बन्ध नियोजकों और उनके कर्मकारों के बीच एक औद्योगिक विवाद विद्यमान है,

और केन्द्रीय सरकार उक्त विवाद को न्यायनिर्णयन के लिए निर्देशित करना चाहनीय समझती है,

अतः, मम, अब, औद्योगिक विवाद प्रधिनियम, 1947 (1947 का 14) की धारा 10 की उपधारा (1) के खंड (ब) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार उक्त विवाद को उक्त प्रधिनियम की धारा 7के प्रधीन गठित केन्द्रीय सरकार औद्योगिक प्रधिकरण एवं अम न्यायालय संघा 2, धनबाद को न्यायनिर्णयन के लिए निर्देशित करती है।

## अनुसूची

क्या मैसर्स कोल माइन्स प्रशारिटी लिं० की शामपुर II कोलियरी, डाकघर निर्सचटी जिला धनबाद क्षेत्र संघा VI के प्रबन्धनत्व की, श्री गुरबचन गिंदी, पम्प खलासी को क्षेत्र संघा V में स्थानान्तरित करने की कार्रवाई न्यायोनित है? यदि नहीं, तो उक्त कर्मकार किस अनुतोष का हकदार है?

[सं. एल-20012/136/75-दी० III (ए०)]

## ORDER

New Delhi, the 8th June, 1976

S.O.3073.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the management of Shampur II Colliery of M/s. Coal Mines Authority Ltd., P. O. Nirsachatti Distt. Dhanbad and their workmen in respect of the matters specified in the Schedule hereto annexed;

And whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Central Government Industrial Tribunal-cum-Labour Court No. 2, Dhanbad constituted under section 7A of the said Act.

## SCHEDULE

Whether the action of the management of Shampur II Colliery of M/s. Coal Mines Authority Ltd., P.O. Nirsachatti Distt. Dhanbad Area No. VI in transferring Shri Gurbachan Singh Pump Khalasi to Area No. V is justified? If not, to what relief is the said workman entitled?

[No. L-20012/136/75-D. III(A)]

## आदेश

नई दिल्ली, 9 जून, 1976

का० आ० 3074.—केन्द्रीय सरकार की राय है कि इससे उपायद्र अनुसूची में विनिर्दिष्ट विषयों के बारे में मैसर्स कोल माइन्स लिमिटेड की नर्थ लिमरा कोलियरी, डाकघर खास और जिला धनबाद के प्रबन्धनत्व से सम्बन्ध नियोजकों और उनके कर्मकारों के बीच एक औद्योगिक विवाद विद्यमान है,

और केन्द्रीय सरकार उक्त विवाद को न्यायनिर्णयन के लिए निर्देशित करना चाहनीय समझती है,

अतः, अब, ग्रीष्मोगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 10 की उपधारा (1) के खंड (घ) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार उक्त विवाद को उक्त अधिनियम की धारा 7 के अधीन गठित केन्द्रीय सरकार ग्रीष्मोगिक अधिकरण एवं अम्ब न्यायालय संघ्या 2, धनबाद को न्यायनिर्णय के लिए निर्देशित करती है।

### अनुसूची

यहां मैसर्व भारत कोल कोल लिमिटेड की नार्थ तिसरा कोलियरी, डाकघर खास जीतागोरा जिला धनबाद के प्रबन्धसत्र की, गर्वश्री नर्साहूराय, श्री मन्सुना राय, कन्हाई मोदी, सुरी चौहान, सोहन मोदी और मर्दी/श्रीमती सामला मोरिन, सोनामुनी मानझैन, कन्सिया बेलवारिन और विमला मोरिन को नियमित न करने की कार्रवाई न्यायीकृत है? यदि नहीं तो ये कर्मकार किस अनुतोष के हक्कार हैं और किस तारीख से?

[सं. एल-20012/142/75-डी० III-ए०]

### ORDER

New Delhi, the 9th June, 1976

S.O.3074.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the management of North Tisra Colliery of M/s. Bharat Coking Coal Limited P. O. Khas Jeenagora District Dhanbad and their workmen in respect of the matters specified in the Schedule hereto annexed;

And whereas the Central Government consider it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Central Government Industrial Tribunal-cum-Labour Court No. 2 Dhanbad constituted under section 7A of the said Act.

### SCHEDULE

Whether the action of the management of North Tisra Colliery of Messrs Bharat Coking Coal Limited Post Office Khas Jeenagora District Dhanbad in not regularising S/Shri Nar Singh Rai, Sri Mansuna Rai, Kanhai Modi, Jhuri Chauhan, Sohan Modi and S/Smt. Samla Modin, Sonamuni Manjhain, Kalia Beldarin, Chatia Beldarin and Bimla Modin is justified? If not, to what relief are the workmen entitled and from what date?

[No. L-20012/142/75/DIII(A)]

### आवेदन

का० अ० 3075.—केन्द्रीय सरकार की राय है कि इससे उपायद्वारा अनुसूची में विनिर्दिष्ट विषयों के बारे में सेन्ट्रल कोल फील्ड्स लिमिटेड की बोकारी कोलियरी के टेकेवार मैसर्स ए० जे० चन्चनी, डाकघर बेरमो, जिला गिरिधीह के प्रबन्धसत्र से सम्बद्ध नियोजकों और उनके कर्मकारों के बीच एक ग्रीष्मोगिक विवाद विचारान है;

और केन्द्रीय सरकार उक्त विवाद को न्यायनिर्णय के लिए निर्देशित करना बोकारी समझती है;

अतः, अब, ग्रीष्मोगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 10 की उपधारा (1) के खंड (घ) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार उक्त विवाद को उक्त अधिनियम की धारा 7 के अधीन गठित केन्द्रीय सरकार ग्रीष्मोगिक अधिकरण एवं अम्ब न्यायालय संघ्या 2, धनबाद को न्यायनिर्णय के लिए निर्देशित करती है।

### अनुसूची

यहां सेन्ट्रल कोलफील्ड्स लिमिटेड की बोकारी कोलियरी के टेकेवार, मैसर्स ए० जे० चन्चनी, डाकघर बेरमो जिला गिरिधीह के प्रबन्धसत्र की 2-3-74 से श्री मुनेश्वर बेधा और 27 अन्य कर्मकारों (जिन्हे सूची "क" में सूचीबद्ध किए गए हैं), को काम से रोकने की कार्रवाई न्यायोचित है? यदि नहीं, तो उक्त कर्मकार किस अनुतोष के हक्कार हैं?

### अनुबन्ध 'क'

संघ के पन्न संख्या ८ वी एस एस/7/76-तारीख 15-1-76 के अनुसार 28 अधिकारों की सूची।

### कर्माकार कर्मकार का नाम

1. भुलेश्वर बेधा
2. कुलेश्वर बेधा
3. मितन माहातो
4. रियमाहातो
5. नेमाहात माहातो
6. चुरामन माहातो
7. हरीसाब
8. हीरा माहातो
9. परसादी माहातो
10. गोपी तिह
11. कन्हाई सिह
12. रामी बुधा
13. भाला सिह
14. चन्दा घटवारिन
15. मुमरी माहातोहन
16. परबती गुजुङ्हन
17. चम्पा बासिन
18. पूरन सिह
19. पनामा घटवारिन
20. द्वारिका राम
21. मुशीला कामिन
22. सनीचनी के०
23. जसोदा घटवेन
24. आणा रेवानी
25. राजेन्द्र रेवानी
26. शान्ति घटवारिन
27. रविन्द्र रेवानी
28. गलु लाल।

[सं. एल-20012/104/76-डी० III-ए०]

### ORDER

S.O.3075.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the management of M/s. A. J. Chanchani, Contractors Bokaro Colliery of Central Coalfields Limited P. O. Bermo Distt. Giridih and their workmen in respect of the matters specified in the Schedule hereto annexed;

And whereas the Central Government considers it desirable to refer the said dispute for adjudication

Now, Therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of the Industrial Disputes Act, 1947, (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Central Government Industrial Tribunal-cum-Labour Court No. 2 Dhanbad constituted under section 7A of the said Act.

## SCHEDULE

Whether the action of the management of Messrs A. J. Chanchani, Contractors Bokaro Colliery of Central Coalfields Limited P. O. Bermo District, Giridih in stopping from work Shri Bhuneswar Baitha and 27 other workmen (listed in Annexure A) with effect from 2-3-74 is justified? If not to what relief are the said workmen entitled?

## ANNEXURE 'A'

List of 28 workmen as per Union letter No. ABSMS/7/76, dated 15-1-76.

S. No. Name of the workmen

1. Bhuneswar Baitha.
2. Kyleshwar Baitha.
3. Mitan Mahato.
4. Rita Mahato.
5. Nemchand Mahato.
6. Churaman Mahato.
7. Harisaw.
8. Hira Mahato.
9. Parsadi Mahato.
10. Gopi Singh.
11. Kanhai Singh.
12. Rami Mhaitha.
13. Mala Singh.
14. Chanda Ghatwarin.
15. Jhumri Mahato.
16. Parbati Ganjhuin.
17. Champa Ghasin.
18. Puran Singh.
19. Panama Ghatiwarin.
20. Dwarika Ram.
21. Sushila Kamin.
22. Sanichani K.
23. Jasoda Ghatwain.
24. Asha Rewani.
25. Rajendra Rewani.
26. Shanti Ghatwarin.
27. Ravinder Rewani.
28. Balu La.

[No. L-20012/104/76/D IIIA]

आवेदन

महाविलो, 11 जून, 1976

का० आ० 3076.—केन्द्रीय सरकार की राय है कि इससे उपाध्यक्ष मनुसूची में विनिविल्ट विधयों के बारे में मैसर्स भारत कोकिंग कोल लिमिटेड की जीनागोरा कोलियरी, डाकघर खास जीनागोरा, जिला धनबाद के प्रबन्ध से सम्बन्ध नियोजकों और उनके कर्मकारों के बीच एक श्रीधोगिक विवाद विद्यमान है;

और केन्द्रीय सरकार उक्त विवाद को न्यायनिर्णयन के लिए निर्देशित करना बालीय समझती है;

अतः, अब, श्रीधोगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 10 की उपधारा (1) के खंड (घ) द्वारा प्रवक्त विधयों का प्रयोग करते हुए, केन्द्रीय सरकार उक्त विवाद को उक्त अधिनियम की धारा 7क के अधीन गठित केन्द्रीय सरकार श्रीधोगिक अधिकरण एवं अमन्यान्य संघया 3, धनबाद को न्यायनिर्णयन के लिए निर्देशित करती है।

अनुसूची

(i) क्षया मैसर्स भारत कोकिंग, कोल लिमिटेड की जीनागोरा कोलियरी, डाकघर खास जीनागोरा, जिला धनबाद के प्रबन्धतन्त्र की, सर्वेश्वी (1) भैरव प्रसाव, (2) गंगाधर ज्ञा, (3) सुरेश

पाठक, (4) सदानन्द उपाध्याय, (5) हरिदयानन्द सिंह, (6) राजेन्द्र पाण्डे, (7) राजेन्द्र प्रसाद धौर (8) फैलन्द सिंह, वैकिंग मजदूरों को कार्यालय आदेश संख्या श्री० सी० एल० 576/74, तारीख 31 दिसम्बर, 74 द्वारा दैगन सोडरों के रूप में कार्य करते के लिए स्थानान्तरित करने की कार्रवाई वैध भौत न्यायालय है? यदि नहीं, तो कर्मकार किस अनुतोष के हक्कार हैं?

(ii) क्षया मैसर्स भारत कोकिंग कोल लिमिटेड, की जीनागोरा कोलियरी, डाकघर खास जीनागोरा, जिला धनबाद के प्रबन्धतन्त्र की ऊपर (i) में सूचीबद्ध किए गए प्राठ वैकिंग मजदूरों को 12 जुलाई, 1975 से काम से रोकने की कार्रवाई न्यायोचित है? यदि नहीं तो कर्मकार किस अनुतोष के हक्कार है?

[मंज्या एल०-20012/175/75-डी०III-ए०]

## ORDER

New Delhi, the 11th June, 1976

S.O. 3076.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the management of Jeenagora Colliery of Messrs Bharat Coking Coal Limited Post Office Khas Jeenagora District Dhanbad and their workmen in respect of the matters specified in the Schedule hereto annexed;

And, whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947, (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Central Government Industrial Tribunal-cum-Labour Court No. 3 Dhanbad constituted under section 7A of the said Act.

## SCHEDULE

(i) Whether the action of the management of Jeenagora Colliery of Messrs Bharat Coking Coal Limited Post Office Khas Jeenagora District Dhanbad in transferring Sarvashri 1. Mahesh Piasad 2. Gangadhar Jha 3. Suresh Pathak 4. Sada Nand Upadhyaya 5. Haridayanand Singh 6. Rajeshwar Pandey 7. Rajendra Prasad and 8. Falendra Singh all packing Mazdoor to work as Wagon Loaders vide office order No. BCCL/576/74 dt. 31st December, 74 is legal and justified? If not to what relief are the workmen entitled?

(ii) Whether the action of the management of Jeenagora Colliery of Messrs Bharat Coking Coal Limited Post Office Khas Jeenagora, Distt. Dhanbad in stopping from work the eight Packing Mazdoor listed in (i) above with effect from 12th July, 1975 is justified? If not to what relief are the workmen entitled?

[No. L-20012/175/75-DIIIA]

आवेदन

का० आ० 3077.—केन्द्रीय सरकार की राय है कि इससे उपाध्यक्ष मनुसूची में विनिविल्ट विधयों के बारे में मैसर्स भारत कोकिंग कोल लिमिटेड की जीनागोरा कोलियरी, डाकघर खास जीनागोरा जिला धनबाद के प्रबन्धतन्त्र से सम्बन्ध नियोजकों और उनके कर्मकारों के बीच एक श्रीधोगिक विवाद विद्यमान है;

और केन्द्रीय सरकार उक्त विवाद को न्यायनिर्णयन के लिए निर्देशित करना बालीय समझती है;

अतः, अब, श्रीधोगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 10 की उपधारा (1) के खंड (घ) द्वारा प्रवक्त विधयों का प्रयोग करते हुए, केन्द्रीय सरकार उक्त विवाद को उक्त अधिनियम की धारा 7क के अधीन गठित केन्द्रीय सरकार श्रीधोगिक अधिकरण एवं

अम न्यायालय सच्चा 3, धनबाद को न्यायनिर्णय के लिए निर्देशित करती है।

### अनुसूची

क्या मैसर्स भारत कोकिंग, कोल लिमिटेड की जीनागोरा कोकिंग, डाकघर द्वारा जीनागोरा, जिला धनबाद के प्रबन्धताल की, निम्नलिखित कर्मकारों को प्राक्सिमिक अमिको के रूप में मानने की कार्रवाई न्यायोचित है ?

1. श्री सुधीर मिह
2. श्री सुधारी सिह
3. श्री मीताराम सिह
4. श्री दुलाल सिह
5. श्री असिन सिह
6. श्री बुधन साव
7. श्री गोपाल राव
8. श्री बुधन मिह

यदि नहीं, तो उचित कर्मकार किस अनुतोष के हकदार हैं ?

[सं० एल०-20012/179/75-झ० III (प०)]

### ORDER

**S.O.3077.**—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the management of Jeenagora Colliery of M/s. Bharat Coking Coal Ltd. P. O. Khas Jeenagora Distt. Dhanbad and their workmen in respect of the matters specified in the Schedule hereto annexed;

And whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947, (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Central Government Industrial Tribunal-cum-Labour Court No. 3 Dhanbad constituted under section 7A of the said Act.

### SCHEDULE

Whether the action of the management of Jeenagora Colliery of Messrs Bharat Coking Coal Ltd. Post Office Khas Jeenagora Distt, Dhanbad in treating the following workmen as casual workers is justified ?

1. Shri Sudhir Singh
2. Shri Sukhari Singh
3. Shri Sitaram Singh
4. Shri Dula Singh
5. Shri Asin Singh
6. Shri Budhan Sao
7. Shri Gopal Sao
8. Shri Budhan Singh

If not to what relief are the said workmen entitled ?

[No. L-20012/179/75-D. III(A)]

### आवेदन

नई दिल्ली, 17 जून, 1976

**का० आ० 3078.**—केन्द्रीय सरकार की राय है कि इससे उपाध्य अनुसूची में निर्दिष्ट विवरों के बारे में मैसर्स हिन्दुस्तान स्पील्स लिमिटेड की मैसर्स ब्रावन्ट मिह कंट्रक्टर दुग्दा कोल वाशरी, डाकघर दुग्दा जिला पिरिडिह के प्रबन्धताल के सम्बद्ध नियोजकों और उनके कर्मकारों के बीच एक ग्रौटोगिक विवाद विद्यमान है,

और केन्द्रीय सरकार उक्त विवाद को न्यायनिर्णय के लिए निर्देशित करना बाधतीय समझती है

प्रत. अब श्री ग्रौटोगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 10 की उप-धारा (1) के खण्ड (ध) द्वारा प्रदत्त अस्तियों का प्रयोग करते हुए केन्द्रीय सरकार उक्त विवाद को उक्त अधिनियम की धारा 7क के अधीन गठित केन्द्रीय सरकार ग्रौटोगिक अधिकरण एवं अम न्यायालय सच्चा 3 धनबाद को न्यायनिर्णय के लिए निर्देशित करती है।

### अनुसूची

क्या मैसर्स हिन्दुस्तान स्पील्स लिमिटेड वी मैसर्स ब्रावन्ट सिह कंट्रक्टर दुग्दा कोल वाशरी डाकघर दुग्दा जिला पिरिडिह के प्रबन्धताल की श्री बदा महतो और अन्य 20 अस्तियों (स्थान सूची के अनुसार) को 25-5-75 से काम से रोकने की कार्यवाही न्यायोचित है ? यदि नहीं तो वे कर्मकार किस अनुतोष के हकदार हैं ?

### अस्तियों की सूची

1. श्री बंदा महतो पुत्र आमन्द महतो ।
2. श्रीभीमी शान्ति देवी पर्ली कागन महतो ।
3. श्री बुधन महतो पुत्र फाग महतो ।
4. श्री रवि दाम पुत्र बाबुआ दाम ।
5. श्री जीरोन्द्र दाम पुत्र इ.बुआ दाम ।
6. श्री रघुनाथ महतो पुत्र सोवा महतो ।
7. श्री खदिराम महतो ।
8. श्रीमती मनिचरिया देवी ।
9. श्रीमती जागिरी देवी ।
10. श्रीमती लालिया देवी ।
11. श्री तिलक केवट पुत्र मैया केवट ।
12. श्री हेलु सिह पुत्र भूषण सिह ।
13. श्री ज़गल सिह पुत्र मणिराम सिह ।
14. श्री गिर्सु माव पुत्र बाबुआल साव ।
15. श्री हीरामन महतो पुत्र लगी महतो ।
16. श्री खेदान महतो ।
17. श्री रत्नलाल महतो ।
18. श्री मोती केवट पुत्र जया केवट ।
19. श्री धोलु मोदी पुत्र उपासी मोदी ।
20. श्री भिल केवट पुत्र भाक्ल केवट ।
21. श्री पेहल केवट पुत्र मख्याल केवट ।

[सं० एल०-20012/181/75-झ० III-प]

आर० पी० नरूल, अवर सचिव

### ORDER

New Delhi, the 17th June, 1976

**S.O.3078.**—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the management of Messrs Balwant Singh Contractor, Dugda Coal Washery of M/s. Hindustan Steels Ltd. P. O. Dugda, Distt. Giridih and their workmen in respect of the matters specified hereto annexed;

And whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Central Government Industrial Tribunal-cum-Labour Court No. 3, Dhanbad constituted under section 7A of the said Act.

### SCHEDULE

Whether the action of the management of M/s. Balwant Singh Contractor Dugda Coal Washery of Messrs Hindustan Steels Limited P.O. Dugda District Giridih in stopping from work Shri Banda Mahato

and 20 others (as per list enclosed) with effect from 25-5-75 is justified? If not, to what relief are the workmen entitled?

*List of the workers*

1. Shri Banda Mahato, S/o Anand Mahato.
2. Shrimati Santi Devi, W/o Faglu Mahato.
3. Shri Budhan Mahato, S/o Fagu Mahto.
4. Shri Rabi Das S/o Dapua Das.
5. Shri Jogendra Das, S/o Dapua Das.
6. Shri Raghu Nath Mahto, S/o Soba Mahto.
7. Shri Khudiram Mahto.
8. Smt. Sanichariya Devi.
9. Smt. Jogini Devi.
10. Smt. Laliya Devi.
11. Shri Tilak Kewat, S/o Maiya Kewat.
12. Shri Helu Singh, S/o Bhusan Singh.
13. Shri Jugal Singh, S/o Mani Ram Singh.
14. Shri Bistu Sao, S/o Babulal Sao.
15. Shri Hiraman Mahto, S/o Lakhi Mahto.
16. Shri Khedan Mahto.
17. Shri Ratilal Mahto.
18. Shri Moti Kowat, S/o Jaya Kewat.
19. Shri Gholtu Modi, S/o Upasi Modi.
20. Shri Bhikhu Kewat, S/o Bhakal Kewat.
21. Shri Pahlu Kewat, S/o Mukhlal Kewat.

[No. L-20012/184/75/D-III-A]

R. P. NARULA, Under Secy.

*आवेदा*

नई दिल्ली, 2 जून 1976

का० आ० 3079.—केन्द्रीय सरकार की राय है कि इससे उपायद मन्त्रालयी में विनिर्दिष्ट विवाद की वारे में ग्रिन्डलैंस बैंक लिमिटेड से सम्बद्ध नियोजकों और उनके कर्मकारों के बीच एक ग्रीष्मोंगिक विवाद विद्यमान है;

और केन्द्रीय सरकार उक्त विवाद को व्यायामिर्णवम के लिए विवेशित करना चाहीय समझती है;

प्रतः अब ग्रीष्मोंगिक विवाद विधिनियम 1947 (1947 का 14) की धारा 10 की उप-धारा (1) के अंडे (ध) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार उक्त विवादों से सम्बद्ध कार्यवहियों को श्री के० एन० श्रीवास्तव पीठासीन अधिकारी उ० प्र० ग्रीष्मोंगिक विधिकरण (iii) कानपुर के समझ सम्बित है;

*अनुसूची*

व्यायामिर्णवम बैंक लिमिटेड नई दिल्ली और गांधी बाजार, अमृतसर के प्रबन्धताल को अपने कर्मकारों को आधे विन की आकस्मिक छट्टी मंजूर करने की पद्धति को 30 जुलाई, 1975 के समाप्त करने की कार्यवाही व्यायोंचित है? पर्यंत नहीं हो उक्त कर्मकार किस प्रनुसोप के हकदार हैं?

[स० एल-12011(5)/76-गी० II (ए)]

New Delhi, the 2nd June, 1976

*ORDER*

S.O.3079.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the Grindlays Bank Limited and their workmen in respect of the matters specified in the Schedule hereto annexed;

And whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal, Delhi, constituted under section 7A of the said Act.

*SCHEDULE*

Whether the action of the management of the Grindlays Bank Limited, New Delhi and Gandhi Bazar, Amritsar, in discontinuing the system of the grant of half a day's casual leave with effect from the 30th July 1975 to their workmen is justified? If not, to what relief are the said workmen entitled?

[No. L-12011(5)/76-D.II(A)]

*आवेदा*

नई दिल्ली, 3 जून 1976

का० आ० 3080.—इससे उपायद मन्त्रालयी में विनिर्दिष्ट ग्रीष्मोंगिक विवाद की के० एन० श्रीवास्तव पीठासीन अधिकारी उ० प्र० ग्रीष्मोंगिक विधिकरण (iii) कानपुर के समझ सम्बित है;

और की के० एन० श्रीवास्तव की सेवाएं उपलब्ध नहीं हैं;

प्रतः अब ग्रीष्मोंगिक विवाद विधिनियम 1947 (1947 का 14) की धारा 33-ब की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार उक्त विवादों से सम्बद्ध कार्यवहियों को श्री के० एन० श्रीवास्तव पीठासीन अधिकारी ग्रीष्मोंगिक विधिकरण कानपुर के बापस लेती है और उन्हें उक्त अधिनियम की धारा 7क के प्रधीन गठित ग्रीष्मोंगिक विधिकरण दिल्ली को स्थानान्तरित करती है और यह नियंत्रण देती है कि उक्त केन्द्रीय सरकार ग्रीष्मोंगिक विधिकरण दिल्ली ग्रीष्मोंगिक विधिकरण को जाएं और नियंत्रण के अनुसार उनका निपटान करेगा।

*अनुसूची*

क्र. संख्या	जी० प्र० संख्या और तारीख	विवाद के पक्षकारों के नाम	
1	2	3	4
1.	2/75 एल-12012/132/74-एल-मार०III	पंजाब नेशनल बैंक तारीख 13-4-75	और उनके कर्मकार माल कानपुर।
2.	3/75 एल-12011/6/75-गी०-II(ए)	पंजाब नेशनल बैंक तारीख 30-5-75	प्र० उनके कर्मकार वि. माल कानपुर।
3.	4/75 एल-12012/141/74-एल-मार०III	बनास स्टेट बैंक तारीख 9-7-75	लि० और उनके कर्मकार बुक्सा रोड, बाराणसी।
4.	6/75 एल-12012/112/75-गी०-II(ए)	दि. लक्ष्मी कर्मणियम बैंक लि० और उनके कर्मकार, नई दिल्ली।	तारीख 24-7-75
5.	7/75 एल-12012/135/73-एल-मार०III	बैंक प्राक बड़ौदा और उनके कर्मकार, लखनऊ।	दिनांक 11-8-75
6.	8/75 एल-12012/75/75-गी०-II(ए)	स्टेट बैंक प्राक इलियन और उनके कर्मकार, कानपुर।	तारीख 19-8-75

1	2	3	4
7.	10/75 एल-12012/110/75-डी-II(ए)	बैंक आफ इंडिया और उनका कर्मकार श्री मुरेश कुमार शर्मा, लखनऊ।	तारीख 22-10-75
8.	11/75 एल-12012/151/75-डी-II(ए)	दि लखनी कर्मियल बैंक लि० और उनका कर्मकार श्री शिव नाथ शर्मा, नई दिल्ली।	तारीख 22-10-75
9.	12/75 एल-70/14/76-एल-प्रार०III तारीख 22-6-67	दि ओरियेंटल फायर एण्ड जनरल इन्�श्यो- रेंस क० लि० और उनके कर्मकार, दि माल कानपुर।	
10.	13/75 70/14/66-एल-प्रार०IV तारीख 2-12-67	दि ओरियेंटल फायर एण्ड जनरल इन्श्यो- रेंस क० लि० और उनके कर्मकार, दि माल कानपुर।	
11.	14/75 एल-12012/106/71-एल-प्रार०III तारीख 24-2-72	बैंक आफ बड़ोदा और उनके कर्मकार, लखनऊ।	
12.	15/75 एल-12012/70/73-एल-प्रार०III तारीख 13-9-73	इलाहाबाद बैंक और उनके कर्मकार, लखनऊ।	
13.	16/75 एल-12012/77/73-एल-प्रार०III तारीख 16-10-73	इलाहाबाद बैंक और उनका कर्मकार श्री गोपी नाथ कपूर, लखनऊ।	
14.	17/75 एल-12012/75/73-एल-प्रार०III तारीख 31-10-73	इलाहाबाद बैंक और उनके कर्मकार, लखनऊ।	
15.	18/75 एल-12012/87/73-एल-प्रार०III, तारीख 26-12-73	चार्टर्ड बैंक और उनके कर्मकार, कानपुर।	
16.	19/75 एल-12012/186/72-एल-प्रार०III, तारीख 9-1-74	स्टेट बैंक आफ इंडिया और उनके कर्मकार, दि माल, कानपुर।	
17.	20/75 एल-42012/63/73-एल-प्रार०III, तारीख 23-9-74	भारतीय बांध निगम और उनके कर्मकार, बरेली।	
18.	21/75 एल-12012/64/74 एल-प्रार०III, तारीख 15-11-74	बैंक आफ बड़ोदा, और उनके कर्मकार, लखनऊ।	
19.	22/75 एल-12012/65/74-एल-प्रार०III, तारीख 17-1-75	बैंक आफ बड़ोदा और उनके कर्मकार, लखनऊ।	
20.	23/75 एल-12012/90/74-एल-प्रार०III, तारीख 17-2-75	सेंट्रल बैंक आफ इंडिया, और उनके कर्मकार, कानपुर।	

1	2	3	4
21.	24/75 एल-12012/125/74-एल-प्रार०III,	यनियन बैंक आफ तारीख 12-2-75	इंडिया और उनके कर्मकार, लखनऊ।
22.	25/75 एल-12012/22/73-एल-प्रार०I/डी-II	भारतीय बीचनडीमा (ए) /74 तारीख 6-2-75	निगम और उनके कर्मकार, कानपुर।
23.	26/75 एल-12012/45/74-एल-प्रार०III,	इलाहाबाद बैंक और तारीख 25-2-75	उनके कर्मकार, लखनऊ।
24.	27/75 एल-12012/124/74-एल-प्रार०III,	पंजाब नेशनल बैंक और तारीख 20-2-75	उनके कर्मकार, दि माल, कानपुर।
25.	28/75 एल-12012/118/74-एल-प्रार०III,	यू.भाइटेड कर्मियल तारीख 20-2-75	बैंक, और उनके कर्मकार, लखनऊ।
26.	एल-12012/198/75-डी-II(ए),	कनारा बैंक और उनके तारीख 31-3-76	कर्मकार, बंगलौर-2

[संघा एल-12025/22/76-डी-II(ए)]

## ORDER

New Delhi, the 3rd June 1976

S.O. 3080.—Where as the industrial disputes specified in the Schedule hereto annexed are pending before Shri K.N. Srivastava Presiding Officer, U.P. Industrial Tribunal (III), Kanpur.

And whereas the services of the said Shri K. N. Srivastava are no longer available,

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 338 of the Industrial Disputes Act, 1947 (14 of 1947) of Central Government hereby withdraws the proceedings in relation to the said disputes from Shri K.N. Srivastava, Presiding Officer, Industrial Tribunal, Kanpur and transfers the same to the Central Government Industrial Tribunal, Delhi, constituted under section 7A of the said Act and directs that the said Central Government Industrial Tribunal, Delhi shall proceed with the same proceedings from the stage at which they are transferred to it and dispose of the same according to law.

## SCHEDULE

Sl. Case No No.	G.O. No. & Date 1 2	Name of the Parties to the dispute 3 4	
		3	4
1. 2/75	L.12012/132/74/LRIII dt. 13-4-75	Punjab National Bank and their workmen, Mall Kanpur.	
2. 3/75	L.12011/6/75/DII(A) dt. 30-5-75	Punjab National Bank and their workmen, the Mall, Kanpur.	
3. 4/75	L.12012/141/74/LRIII dt. 9-7-75	Banaras State Bank Ltd., and their work- men, Luxa Road, Varanasi.	
4. 6/75	L.12012/112/75/DII(A) dt. 24-7-75	The Laxmi Commercial Bank Ltd., and their workmen, New Delhi.	
5. 7/75	L.12012/135/73/LRIII dt. 11-8-75	Bank of Baroda, and their workmen, Luck- now.	
6. 9/75	L.12012/75/75/DII(A) dt. 19-8-75	State Bank of India and their workmen, Kanpur.	
7. 10/75	L.12012/110/75/DII(A) dt. 22-10-75	Bank of India and their workmen Shri Surendra Kr. Verma, Lucknow.	

1	2	3	4
8.	11/75	L.12012/151/75/DII(A) dt. 22-10-75	The Laxmi Commercial Bank Ltd., and their workmen Shri Shiv Nath Sharma, New Delhi.
9.	12/75	L.70/14/66/LRII dt. 22-6-67	The Oriental Fire and General Insurance Co. Ltd., and their workmen The Mall Kanpur.
10.	13/75	70/14/66/LRIV dt. 2-12-67	The Oriental Fire and General Insurance Co. Ltd., and their workmen, The Mall Kanpur.
11.	14/75	L.12012/106/71/LRIII dt. 24-2-72	Bank of Baroda, and their workmen, Lucknow.
12.	15/75	L.12012/70/73/LRIII dt. 13-9-73	Allahabad Bank, and their workmen, Lucknow.
13.	16/75	L.12012/77/73/LRIII dt. 16-10-73	Allahabad Bank and their workmen Shri Gopi Nath Kapoor, Lucknow.
14.	17/75	L.12012/75/73/LRIII dt. 31-10-73	Allahabad Bank and their workmen, Lucknow.
15.	18/75	L.12012/87/73/LRIII dt. 26-12-73	Chartered Bank and their workmen, Kanpur.
16.	19/75	L.12012/186/72/LRIII dt. 9-1-74	State Bank of India and their workmen, The Mall, Kanpur.
17.	20/75	L.42012/76/73/LRIII dt. 23-9-74	Food Corporation of India and their workmen, Bareilly.
18.	21/75	L.12012/64/74/LRIII dt. 15-11-74	Bank of Baroda, and their workmen, Lucknow.
19.	22/75	L.12012/65/74/LRIII dt. 17-1-75	Bank of Baroda, and their workmen, Lucknow.
20.	23/75	L.12012/90/74/LRIII dt. 17-2-75	Central Bank of India and their workmen, Kanpur.
21.	24/75	L.12012/125/74/LRIII dt. 12-2-75	Union Bank of India and their workmen, Lucknow.
22.	25/75	L.17012/22/73/LRI/D II (A)/74 dt. 6-2-75	Life Insurance Corporation of India and their workmen, Kanpur.
23.	26/75	Lt. 12012/45/74/LRII dt. 25-2-75	Allahabad Bank and their workmen, Lucknow.
24.	27/75	L.12012/124/74/LRIII dt. 20-2-75	Punjab National Bank, and their workmen, The Mall Kanpur.
25.	28/75	L.12012/119/74/LRIII dt. 20-2-75	United Commercial Bank, and their workmen, Lucknow.
26.	—	L.12012/198/75/DII(A) dt. 31-3-76	Canara Bank and their workmen, Bangalore-2

[No. L.12025/22/76/DII(A)]

## आवेदन

मई विलसी, 11 जून 1976

का० आ० 3081.—केन्द्रीय सरकार की राय है कि इससे उपायद्र प्रनुसूची में विनियिष्ट विषय के बारे में बैंक ब्राफ बड़ीदा, अहमदाबाद के प्रबन्धतांत्र से संबद्ध नियोजकों और उनके कर्मकारों के बीच एक ग्रोथोगिक विवाद विद्यमान है;

और केन्द्रीय सरकार उक्त विवाद को न्यायमिण्यम के लिए निर्देशित करना चाहिए य समस्ती है;

अतः अब, ग्रोथोगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 7क और धारा 10 की उपधारा (1) के अंडे (ध) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एक ग्रोथोगिक अधिकरण गठित करती है जिससे पीठासीन अधिकारी श्री एम० य० शाह होगे, जिनका मुख्यालय अहमदाबाद होगा और उक्त विवाद को उक्त ग्रोथोगिक अधिकरण को न्यायमिण्यम के लिए निर्देशित करती है

## अनुसूची

क्या बैंक ब्राफ बड़ीदा, केन्द्रीय कायालिय, अहमदाबाद के प्रबन्धतांत्र की उक्त बैंक को पेटलड शाखा के प्रस्थाई गोडाउन-कीपर श्री जे० सी० शाह की सेवाएँ 22-9-1973 (प्रपराहन) से समाप्त करने की कार्यवाई व्यायोचित है? यदि नहीं, तो उक्त कर्मकार किस अनुतंग का हक्कान है?

[संभ्या एल० 12012/12/76-ई-2/ए]  
श्रार० कुंजीषापात्रम्, अवर सचिव

## ORDER

New Delhi, the 11th June, 1976

S.O.3081.—Whereas the Central Government is of opinion that an industrial dispute exists between the employees in relation to the Bank of Baroda, Ahmedabad and their workmen in respect of the matter specified in the Schedule here-to annexed;

And, whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by section 7A, and clause (d) of sub-section (1) of section 10, of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby constitutes an Industrial Tribunal, of which Shri M. U. Shah shall be the Presiding Officer, with headquarters at Ahmedabad and refers the said dispute for adjudication to the said Tribunal.

## SCHEDULE

Whether the management of the Bank of Baroda, Regional Office, Ahmedabad is justified in terminating the services of Shri J. C. Shah, temporary godown-keeper, Petlad Branch of the said Bank with effect from the 22nd September 1973 (A.N.)? If not, to what relief is the said workman entitled?

[No. L-12012/12/76-D.II(A)]

R. KUNJITHAPADAM, Under Secy.

## प्रावेश

नई विलसी, 7 जून, 1976

का० आ० 3082.—केन्द्रीय सरकार की राय है कि इससे उपायद्र प्रनुसूची में विनियिष्ट विषय के बारे में श्री हीरा लाल मेवारा, स्टोन कम्पनी, कोट्टारी चौराहा, केव को बुद्धी जिला (राजस्थान) में बगलिया बलुआ पत्थर खान के प्रबन्धतांत्र से सम्बद्ध नियोजकों और उनके कर्मकारों के बीच एक ग्रोथोगिक विवाद विद्यमान है;

और केन्द्रीय सरकार उक्त विवाद को न्यायमिण्यम के लिए निर्देशित करना चाहिए य समस्ती है;

अतः अब, ग्रोथोगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 7क और धारा 10 की उपधारा (1) के अंडे (ध) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एक ग्रोथोगिक

अधिकारण गठिन करती है जिसके पीछासीन अधिकारी श्री यू० एन० मायुर होगे, जिनका मुख्यालय जयपुर में होगा और उक्त विवाद को उक्त अधिकारण को न्यायनिर्णयम् के लिए निर्देशित करती है।

### जनसूची

क्या श्री हीरालाल मेहरारा, स्टोन कम्पनी, कोटारी चौराहा, कोटा की बुर्डी जिला (राजस्थान) में बगलिया वाला पत्थर खाम में नियंत्रित कर्मकारों की राष्ट्रीय और न्यौहार के दिनों की सबैतन छुट्टी की स्वीकृति की मांग न्यायांकित है? यदि हाँ, तो किन प्रवसरों पर और किस वर्ष से?

[संख्या एल-29011/11/76-डी.-III(बी)]

### ORDER

New Delhi, the 7th June, 1976

**S.O.3082.**—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the management of Bagalia Sand Stone Mines in the District of Bundi (Rajasthan) of Shri Hirralal Mewara, Mewara Stone Company, Kottari Chouraha, Kota and their workmen in respect of the matter specified in the Schedule hereto annexed;

And, whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by section 7A, and clause (d) of sub-section (1) of section 10, of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby constitutes an Industrial Tribunal of which Shri U. N. Mathur shall be the Presiding Officer, with headquarters at Jaipur and refers the said dispute for adjudication to the said Tribunal.

### SCHEDULE

Whether the demand of the workmen employed in Bagalia Sand Stone Mines in the District of Bundi (Rajasthan) of Shri Hirralal Mewara, Mewara Stone Company, Kottari Chouraha, Kota for grant of paid national and festival holidays is justified? If so, on what occasions and from which year?

[No. L-29011/11/76-D.-III(B)]

New Delhi, the 7th August, 1976

**S.O.3083.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal (No. 2) Dhanbad in the industrial dispute between the employers in relation to the management of Messrs Eastern Manganese and Minerals Limited, Domchanch and their workmen which was received by the Central Government on the 31st July, 1976.

### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

#### Reference No. 11 of 1972

In the matter of an industrial dispute under Section 10(1)(d) of the Industrial Disputes Act, 1947.  
(Ministry's order No. L-27011/4/72-LR-IV dt. 18-11-1972)

#### PARTIES :

Employers in relation to the management of Messrs. Eastern Manganese and Minerals Limited, P. O. Domchanch, District Hazaribagh,

62 GI/76—6:

AND  
Their workmen.

#### APPEARANCES :

On behalf of the employer—Shri T. P. Choudhury, Advocate.

On behalf of the workmen—Shri J. D. Lal, Advocate and Shri B. D. Srivastava, Advocate.

STAFF : Bihar

INDUSTRY : Manganese

#### AWARD

The Government of India, Ministry of Labour, New Delhi sent the above reference to this Tribunal for adjudication of the Industrial dispute involved with the following issues framed :—

- (1) Whether the workmen employed by Messrs. Eastern Manganese and Minerals Limited, P.O. Domchanch, District Hazaribagh are entitled to bonus @ 20 per cent of earned wages during the accounting years commencing in 1968, 1969 and 1970.
- (2) If not, to what quantum of bonus are the workmen entitled for each of the above three accounting years?

The workmen represented by Metalliferous Mines Officials Association, Kodarma filed their statement of demand which is briefly as follows :

The Eastern Manganese and Minerals Limited earned sufficient profit in the years 1968, 1969 and 1970 which enable them to pay the maximum bonus during the above 3 years. The company however paid only the minimum amount of profit sharing bonus to its workmen during the above years. The management has adopted malpractice to conceal the actual figure of production and have maintained two account books. The actual account book was never produced before any authority. Hence is the demand for maximum bonus.

2. The employers submitted their written statement which is briefly as follows :—

The workmen employed in the mica industry before the enactment of Payment of Bonus Act was receiving monthly and quarterly bonus for the daily rated and quarterly bonus for the monthly rated staff respectively under a number of awards and settlements. When payment of statutory bonus was enjoined upon the employers after the passing of the Payment of Bonus Act, the employers sometime in 1965 issued a notice under Section 9A of the Industrial Dispute Act terminating the awards and settlement under which they had been paying monthly and quarterly bonus. There was a settlement with the workmen in which it was agreed that monthly and quarterly bonus would continue to be paid and the employers would also pay minimum bonus i.e. 4 per cent of the wages under the Payment of Bonus Act. The employers duly implemented the settlement and even had been paying bonus i.e. monthly and quarterly bonus as before and also 4 per cent minimum bonus under the Payment of Bonus Act. The above settlement having not been terminated in accordance with law the workmen cannot claim any bonus beyond the minimum limit of 4 per cent in the years 1968, 1969 and 1970 which has been paid to the workmen. It is also their case that the employers made a detailed account in accordance with Payment of Bonus Act for the years 1968, 1969 and 1970. The accounts of 1968 and 1969 have been finalised and audited and account for 1970 remains yet to be finalised. In none these 3 years there was available surplus and as such no question of paying bonus beyond the minimum limit of 4 per cent arises.

2. It may be stated here that in the absence of the workmen to present themselves before this Tribunal without sufficient cause being shown the case was heard ex parte. Before the award was passed the workmen made an application to this Court that due to unavoidable reasons they were not able to appear on the date of hearing and prosecute their case. It was further pleaded that an opportunity be given to them to cross-examine the management's witnesses and to examine their own witnesses. As the case was not disposed of I allowed the workmen a chance, to meet the ends

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of justice, to cross-examine the management's witnesses and to examine their own. Several dates were fixed for this purpose but the workmen did not avail of the opportunity given to them without showing any sufficient cause. The case was also fixed on 8-7-1976 which was preceded by an order of the Court that no further time would be granted, the case having become very old for some reason or other. On that date the workmen did not appear nor did they show any cause for their non-appearance. The learned Advocate who was representing the workmen submitted that he had no instruction from the workmen whom he represented. I do not feel inclined to give any more chances to the workmen as the chances given in the past were many. Accordingly I heard arguments advanced by the learned Advocate of the employers on the evidence, already on record.

3. The Company has filed audited balance-sheet and profit and loss account for the years 1968 & 1969 and a provisional balance sheet for the year 1970. Shri Biswanath Choudhury who the Chief Accountant of the Company examined as MW. 1 before me says that as there was a dispute between the Directors of the Company provisional balance sheet for the year 1970 has been filed and he further says that he himself has prepared the above provisional balance sheet. According to him the figures in the provisional balance sheet are all taken from the books of account. In view of the evidence of MW. 1 I am inclined to accept provisional balance sheet and profit and loss account as prepared from the books of account for the year 1970. According to relevant law there is a presumption of correctness in respect of the audited balance sheet and profit and loss account. In the written statement the workmen have alleged that the account of the Company are incorrect and they did not represent the true state of affairs. Now, when there is a presumption of correctness in law of the audited balance and profit and loss account, it is for the workmen challenging the same to be incorrect, to satisfy the Court that the balance sheet and profit and loss account are not correct. In other words, the presumption is a rebuttable one. The workmen have not appeared and placed materials before this Court in support of the allegation about the incorrectness of the profit and loss account and balance sheet. So the presumption of correctness has not been rebutted. It appears that in 1968 and 1969 the Company earned no profit warranting payment of any bonus to the workmen not to speak of payment of 20 per cent bonus. There was a little profit in the year 1970 but that too does not warrant payment of bonus beyond the minimum limit of 4 per cent. Shri Biswanath Choudhury MW. 1 the accountant of the Company proves the computation of available surplus as per the Payment of Bonus Act prepared by him for the accounting year 31-12-1968, 31-12-1969 and 31-12-1970. There is no challenge before me that this computation of available surplus for the above 3 years is incorrect, in the sense that the workmen have not come and produced materials before me in respect of the same. I have also gone through the computation as done by the Accountant Ext. M 4, M 5 and M 6 and there is no reason why this should not be accepted as correctly prepared according to law. It appears from the computation that no available surplus was there for the year ending 1968 and 1969 and for the year ending 1970 the available surplus was to the tune of Rs. 5,521. It is in the evidence of the Accountant MW. 1 that the demand of the workmen to get bonus at 20 per cent would involve a sum of Rs. 1,75,000 in each year. It is also in his evidence that payment of bonus even at the rate of 4 per cent would exceed a sum of Rs. 32,000 in each year. It therefore comes to this that there can be no question of payment of any bonus in the year 1968 and 1969 and for the year 1970 the bonus could not have been paid even at 4 per cent which is minimum bonus, according to the Payment of Bonus Act. Profit or no profit, the employers are obliged to pay a minimum bonus of 4 per cent to the workmen. It is in the evidence of the management's witnesses that they have paid 4 per cent statutory minimum bonus to the workmen which is admitted by the workmen in their written statement wherein it is stated that the management has only paid the minimum profit sharing bonus to its workmen during these 3 years. The issue in the order of reference is if the workmen are entitled to bonus @ 20 per cent and if not what quantum of bonus are they entitled. From the facts and figures as stated above it is palpable that the workmen are not entitled to 20 per cent bonus as claimed by them. They are not even entitled to get bonus beyond the minimum limit of 4 per cent.

4. The case of the company is that prior to coming into effect of the bonus Ordinance followed by Bonus Act bonus

in the mica industry was paid on awards and settlement. There were monthly and quarterly bonus. But after the Bonus Act came into effect the mica mines served notices on their workmen and unions to terminate the awards and settlement on which bonus was hitherto been paid. The matter went into conciliation and a fresh settlement was arrived at between the owners of the mica mines and the workmen representatives. Ext. M 7, Ext. M 8 and Ext. M 9 are the papers in this connection which shows that during the conciliation proceeding held on 12-9-1966 between the workmen of the mica mines represented by their respective unions and their employers a fresh settlement was arrived at. It was agreed that the employer would pay the workmen 4 per cent of the total salary or wages or Rs. 40 whichever is higher as the bonus for the account years, 64, 65, 66, 67 due to the workmen under the Payment of Bonus Act, 1965. Then in the settlement it is also provided when the bonus for each year will be paid. The bonus dispute was thus settled. The question remains whether the employers and the workmen are entitled to enter into a bonus settlement on their own in the face of provisions with regard to payment of bonus under the Payment of Bonus Act. The law gives liberty to the employers and employees to come to a settlement regarding payment of bonus provided such settlement does not deprive the workmen payment of the minimum bonus at 4 per cent as per the statute. It will be seen from the settlement Ext. M 4 and M 5 that the settlement does not infringe the law in this respect. Accordingly there was nothing wrong in regard to the settlement about the payment of bonus Ext. M 4 and Ext. M 5. It is the case of the company that they have implemented the agreement according to which the bonus is being paid to the workmen. Then question may arise how far this settlement binds the workmen represented by Mettaliciferous Mines Officials Association. There is no evidence before me as to how the above settlement is not binding on the union on record in this case. There were as many as 4 unions of workmen who were parties to the settlement and there were as many as 19 companies who are represented in the settlement. It appears that the unions represented the workmen working in the different mines. It may be taken that the 4 unions representing workmen and the companies considered the settlement to be beneficial to the workmen which made them to put their hands in the above settlement. As I have already said, in the absence of materials before me I cannot hold that the settlement is not binding upon the workmen who were members of Mettaliciferous Mines Officials Association. Then according to law a settlement before it ceases to have operation must be terminated according to the provision of law as in Industrial Disputes Act. The definite case of the employers is that the above settlement was not terminated. So the legal effect is that it continues. It comes from the evidence of the management's witnesses that in addition to the statutory minimum bonus of 4 per cent the company was paying monthly and quarterly bonus and the monthly and quarterly bonus have now been merged with the wages.

5. Settlement or not settlement, it is amply clear now that in view of financial position of the company as disclosed by their profit and loss account supplemented by evidence that the workmen are not entitled to bonus @ 20 per cent as claimed by them or to any amount beyond the minimum limit of 4 per cent as provided by law.

6. In the result the workmen employed by Messrs Eastern Manganese and Minerals Limited, Post Office Domchanch, District Hazaribagh are not entitled to bonus @20 per cent of earned wages during the account years commencing in 1968, 1969 and 1970. The workmen are not entitled to get anything more than the minimum limit of 4 per cent bonus according to law which they have already been paid. The workmen are, therefore, entitled to no relief in respect of the industrial dispute involved in this Reference.

This is my award.

K. K. SARKAR, Presiding Officer  
22nd July, 1976

[No. L-27011(4)/72-LR/D-IV(B)]  
BHUPENDRA NATH, Desk Officer.



And, whereas the employers in relation to the said establishment have expressed their willingness to surrender the exemption voluntarily and have requested for cancellation of the said exemption;

Now, therefore, in exercise of the powers conferred by clause (a) of sub-section (1) read with sub-section (4) of section 17 of the said Act, the Central Government hereby cancels, with immediate effect, the said exemption and makes the following amendment in the aforesaid notification namely:—

In the said notification, in Schedule I, serial number 27 F and the entries relating thereto, shall be omitted.

[No. S. 35023/2/76-PF. II]

S. S. SAHASRANAMAN, Dy. Secy.

New Delhi, the 6th August, 1976

**S.O. 3087.**—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Calcutta in the industrial dispute between the employers in relation to the management of the Calcutta Port Trust, Calcutta and their workmen, which was received by the Central Government on the 30th July, 1976.

**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL  
AT CALCUTTA**

**Reference No. 47 of 1975**

**PARTIES:**

Employers in relation to the management of Calcutta Port Commissioners, Calcutta,  
AND

Their Workmen

**APPEARANCE:**

On behalf of Employers—Sri S. M. Banerjee, Labour Adviser and Industrial Relation Officer, with Sri S. P. Naha, Deputy Labour Adviser and I.R.O.

On behalf of Workmen—Sri S. Kar, Jt. General Secretary, National Union of Waterfront Workers.

State: West Bengal

Industry: Port & Dock

**AWARD**

The Government of India, Ministry of Labour, by their Order No. L-32012/8/75-D IV.A, dated 23rd July, 1975, referred an industrial dispute existing between the employers in relation to the management of Calcutta Port Commissioners, Calcutta and their workmen, to this Tribunal for adjudication. The reference reads as follows:

"Whether the action of the Calcutta Port Commissioners in treating Shri Santi Ranjan Mukherjee, Forwarding Clerk of Traffic Department, as junior to Sarvashri H. N. Dey, R. N. Mitter and K. C. Mukherjee and not promoting him to the post of Gate Warder is justified ? If not, to what relief is he entitled ?

2. The grievance of Santi Ranjan Mukherjee who joined in the service of Port Trust as Shed clerk on 6-1-1944 is that his seniority had been overlooked without giving promotion to a higher grade which is the post of Gate-warder

and the Port Trust instead promoted one Hirendra Nath Dey on 1-7-1974, one Ramendra Nath Mitter on 5-8-1974 and one Kartick Ch. Mukherjee on 16-8-1974, to that post, though they were all juniors to him in the service.

3. The four workmen, (1) Santi Ranjan Mukherjee, (2) H. N. Dey, (3) R. N. Mitter and (4) K. C. Mukherjee, will be referred to as Nos. 1 to 4 respectively in the course of this Award. There is no dispute with regard to their date of joining the service. And they all joined the service as Shed clerks. The Shed clerk's post is in the Lower Division. But their next promotion to Forwarding clerk is in the Upper Division. While they were working as Shed clerks No. 1 was confirmed in that post on 1-8-1947, whereas Nos. 2 to 4 were confirmed on 1-2-1942, 1-3-1943 and 1-1-1944 respectively. All of them had to pass a test before they were given promotion to Forwarding clerks' post which is next higher post. They, therefore, appeared for the test and all of them passed the test at the same time on 5-12-1948. However, No. 1 was promoted first with effect from 15-1-1949 to the cadre of Forwarding clerk. Nos. 2 to 4 were promoted on 4-4-49, 7-4-49 and 11-4-49 respectively. The dispute arose when the next promotion to the post of Gate-Warder was to be made among the eligible Forwarding clerk candidates. If seniority inter se among those four candidates is to be determined on the basis of the length of service of each candidate, No. 1 should have been declared senior to Nos. 2 to 4 since he was promoted first i.e. on 15-1-1949 to the post of Forwarding clerk. It is now admitted that No. 1 was promoted to the Gate-Warder's post only on 6-11-1975 (after the dispute was referred to this Tribunal) while Nos. 2 to 4 were promoted on 1-7-74, 5-8-74 and 16-8-74 respectively. No. 1 has, therefore, claimed that he should be declared senior to Nos. 2 to 4 and that his promotion should take effect from 1-7-74, the date on which Nos. 2 was promoted first to the post of Gate-warder. He further claimed that the difference in arrears of salary due to him from 1-7-74 to 6-11-75 should also be reimbursed to him.

4. The contention of the Port Trust is that No. 1 was not entitled to be promoted earlier than Nos. 2 to 4. They state that the promotion of No. 1 as Forwarding clerk as on 15-1-49 was only provisional, that the promotion was not approved by the Port Trust in due course and that therefore he could not claim promotion to Gate-warder's post earlier on the basis of his promotion on 15-1-1949 to the post of Forwarding clerk.

5. The Port Trust based its argument on the strength of a Circular, Ext. M-3, dated 30-8-1961 which inter alia provided that when the date of passing the examination is the same the date of confirmation in the L. D. cadre shall determine the inter se seniority for promotion to the post of Forwarding clerk, etc. This rule is contained in para A(ii) of Ext. M-3 circular. If Ext. M-3 is the guiding factor to determine the seniority and promotion No. 1 will have no answer to furnish since his confirmation in the L.D. cadre was much later to the confirmation of Nos. 2 to 4 in that cadre. The question for consideration under these circumstances is whether the Circular Ext. M-3 is binding on No. 1. In this regard reference may be made to Ext. M-3(a) list, which was prepared on the basis of Ext. M-3 circular. It is true that the Head of the Traffic Department gave promotion to No. 1 as on 15-1-49. It was only a provisional promotion. The Port Trust did not approve that promotion. On the contrary they laid down the rules contained in Ext. M-3 for the purpose of promotion of all cadres of posts under the Traffic Department. A comprehensive and all inclusive procedure had been laid down in Ext. M-3. This was done in consultation with all the Unions of the port employees. They too did not raise any objection to the Rule contained in Ext. M-3 and the list was prepared on the basis of the Rule. On receipt of Ext. M-3 circular the Traffic Manager, who promoted No. 1 prepared another list in which No. 1 was shown as junior to Nos. 2 to 4. Ext. M-1, dated 10-11-1961 is the letter of Traffic Manager in which he pointed out that the list had been recast

in terms of directions contained in parts A and B of Ext. M-3 circular. In Ext. M-2, dated 11-9-61 the Traffic Manager asked for the approval of the new list which he prepared on the basis of Ext. M-3. The Traffic Manager took into consideration the relevant rule contained in Ext. M-3 and on the basis of the rule he found that No. 1 could not be promoted to the post of Gatewarder earlier than Nos. 2 to 4 as Nos. 2 to 4 were confirmed in the L. D. cadre long before No. 1 was confirmed in that post.

6. The only contention of No. 1 is that once he was given an accelerated promotion on 15-1-1949 ignoring the claims of Nos. 2 to 4, his seniority in that cadre should be counted on the strength of his length of service in that cadre and if it is not counted he would have been declared senior to Nos. 2 to 4 in which case he shall be entitled to be promoted to the post of Gatewarder with effect from 1-4-74, the date on which the vacancy arose for the first time in the post of Gatewarder. This argument would have some force if the promotion of No. 1 was a regular promotion. The promotion was given by the Traffic Manager without approval of the Port Trust. There is no evidence that the Traffic Manager took into account the inter se seniority among Nos. 1 to 4 when the provisional promotion was given to No. 1 on 15-1-1949. In spite of the promotion on 15-1-49 No. 1 had not been confirmed in the cadre of Forwarding clerk. The matter was under consideration by the Port authorities. It is in evidence that several representations were made for a comprehensive Rule to be made for the fixation of seniority and promotion among the large number of employees working in the Traffic Department. On account of the rule evidenced by Ext. M-3 promotions and seniority effecting large number of employees had been determined and if one promotion is interfered with the whole chain of promotions will be effected thereby causing unpleasant labour unrest among the workmen of the Port Trust. That apart No. 1 has no ground to question Ext. M-3 circular which was issued for the benefit of all workmen. MW-1 gave evidence that wide publicity was given to the circular and the concerned Unions had been consulted. In the nature of evidence it could be said that WW-1, the workman concerned, knew that the rule as per Ext. M-3 had come into force. This rule had been brought into force in 1961. Until 28-3-1972 the workman concerned did not take any objection to the Rule. He knew that he was junior to Nos. 2 to 4. They had been ranked as senior persons in the list prepared by Traffic Department. Yet, No. 1 did not take any objection. Ext. W-1 rule will have no application to this case since the appointment of No. 1 was not made on a regular basis. When the appointment itself was rested on insecure foundation, how could he claim seniority on the basis of Ext. W-1? The approval of the Port Trust had not been obtained for the appointment. The promotion was said to have been given out of turn without taking into account the claims of Nos. 2 to 4 or others. There is nothing on record to show why No. 1 was given accelerated promotion. Accelerated promotion is not the rule; it is an exception. If there is exceptional ground for his promotion on 15-1-1949 the appointing authority should have given sufficient reason for giving such promotion. In the absence of any such ground, there is no basis to hold that the promotion was made in regular course. The approval of the concerned authority had also not been obtained for giving accelerated promotion. These grounds are sufficient to hold that the Port Trust was justified in fixing the seniority of Nos. 1 to 4 inter se on the basis of Ext. M-3 circular. I find no reason to support the contention of No. 1. The Port Trust was seen to have fixed the seniority of No. 1 in accordance with law bona fide on the basis of the circular in question. The workman, is therefore, not entitled to any relief under the reference.

7. In the result the reference is answered against the workman holding that the Calcutta Port Trust is justified in treating Santi Ranjan Mukherjee as junior to H. N. Dey, R. N. Mittal and K. C. Mukherjee and not promoting him earlier than those persons.

An award is made accordingly.

[No. L-32012/8/75/D. IV (A)]

E. K. MOIDU, Presiding Officer.

Dated, Calcutta, The 26th July, 1976.

**S.O. 3088.**—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Calcutta in the industrial dispute between the employers in relation to the management of the Calcutta Port Trust, Calcutta and their workmen, which was received by the Central Government on the 2nd August, 1976.

**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL  
AT CALCUTTA**

**Reference No. 55 of 1975**

**PARTIES :**

Employers in relation to the Calcutta Port Trust, Calcutta,

AND

Their workmen.

**APPEARANCE :**

On behalf of Employers Sri S. M. Banerjee, Labour Adviser and Industrial Relation Officer, and Sri S. P. Naha, Deputy Labour Adviser and Industrial Relation Officer.

On behalf of Workmen—Sri Santosh Kar, Lt. General Secretary, National Union of Waterfront Workers.

State : West Bengal Industry : Port & Dock

**AWARD**

The Government of India, Ministry of Labour, by their Order No. L-32012/14/75-D. IV(A), dated 18th August, 1975, referred an industrial dispute existing between the employers in relation to the Calcutta Port Trust, Calcutta and their workmen, to this Tribunal for adjudication. The reference reads as :

"Whether the management in relation to the Calcutta Port Trust, Calcutta are justified in refusing special pay to Shri Namajuddin, Electric Plant Light Attendant, Upper Reaches Research Station, Falta for carrying out surviving and repairs of outboard motors engines and station van and operation of pump at Falta Station in addition to his own duties? If not, to what relief is the said workman entitled".

2: The Upper Reaches Station, Falta which is situated 32 miles away from the Calcutta Port is one of the stations which is maintained by the Hydraulic Study Department of the Calcutta Port Trust. That Station started functioning in the year 1962 with two Diesel Generating Sets one of 62.5 Kva and 59 Kva capacities to produce and distribute electricity within the station. They employed one Electric Plant Light Attendant, two Electric Plant Light Assistant Attendants and two Electric Plant Light Greasers to operate the generating sets at Falta. But with the supply of electricity by the West Bengal State Electricity Board to this station the two diesel generating sets were dismantled in the year 1968 and instead they installed another small generating set of 22.5 Kva to be used in case of emergency such as failure of supply of electricity through the said Electricity Board. Out of the five posts which were created for the maintenance of the generating sets at Falta station, four posts were abolished in 1968 due to the reduction of work and they retained the post of one Electric Plant Light Attendant. Sri Namajuddin has been working there as Electric Plant Light Attendant since its inception in 1962. He has been in sole charge of the station of the electric installation after 1968. His case is that after 1968 he had been given additional work. The normal work which he was expected to perform was (i) to operate the generating set, (ii) maintenance of water supply pump, (iii) maintenance of electrical wirings, fans, lights, maintenance of water supply lines, (iv) maintenance of Air condition machine, (v) maintenance of refrigerator, checking and repairing of electric lines including overhead lines and (vi) electric wiring as and when required. But the additional work alleged to have been allotted after 1968 or 1969 was to be servicing and repairing of outboard motor engine, (ii) repair and maintenance of Station Wagon and (iii) operating as well as maintenance of water pump.

3. Both parties have filed written statement in the case. In the written statement of the union which espoused the cause of the workman concerned in paragraph 11 it is stated "That the original work-load for which Sri Namajuddin was

employed is still there and in addition to the scheduled work of his, he has been entrusted with the job of repairing and maintenance of Motor engines and Station van and operation of Water pump, thus making the workload much heavier". In later paragraph of their written statement they have asserted that the additional work was imposed on him since 1970 and they point out that large amount had been spent earlier by the Calcutta Port Trust through contractors for the repair of the outboard motor engine as well as repair and maintenance of the station van. The union had first took up the case of the workman with the management by their letter Ext. M-1, dated 11th January, 1974. The case of the workman has been set out in this letter. The union reminded the management again vide their letter Ext. W-2, dated 8-11-1974 in which they reiterated their demand to pay special allowance to Sri Namajuddin for carrying out additional work which was imposed on him since 1970. It is further alleged in Ext. W-2 that the management had agreed to pay him a special allowance. Finally the Union vide their letter Ext. W-3, dated 10-2-1975 took up the matter with the Regional Labour Commissioner for conciliation. But no conciliation could be effected. The Assistant Labour Commissioner sent Ext. W-1 failure report dt. 14-5-75 to the Central Government as a result of which the reference was made to this tribunal for adjudication.

4. The Calcutta Port Trust in their written statement did not state specifically that the alleged additional work set out by the Union was being performed by the workman even prior to 1968. On the contrary the averment in paragraphs 5 and 7 of the written statement would indicate that the additional work was given to the workman concerned only after 1968. On a reading of the written statement of the union as well as the previous communications that passed between the parties it was clear that the union had taken up a definite stand that the additional work imposed on the workman was in 1968 or thereafter. Therefore, it is necessary for us to examine further the evidence and other circumstances of the case.

5. Apart from the written statement there was indication that the additional work which the workman had been doing was allotted to him only in 1968 or thereafter. In the failure report which is marked as Ext. W-1 in this case the Assistant Labour Commissioner stated the views of the union as represented before him was, "Upto the year 1969 this extra work was being done by contractors for which a huge amount was being spent. From January, 1970 onwards the said work was given to Shri Namajuddin but without any payment". The management, however, did not take any stand in their case before the Conciliation Officer that prior to 1968 he had been entrusted with any additional work. On the contrary, their case as set forth in the failure report is as follows : "Therefore, the original work of Shri Namajuddin does no longer exist but he had been kept for various electrical and mechanical maintenance work otherwise his services become surplus to the requirement". In addition to these contentions and admissions made by the parties it was definite case of the union that the additional work was being done by Namajuddin only after 1968 and 1969. Sri Namajuddin was under the direct control of one Sri B. N. Banerjee who was the Commander of the Falta Station. In his report, Ext. W-4, he stated in the last paragraph of that report that in view of his additional jobs, voluntarily done by him, which in turn is saving the Commissioner's substantial amount of money, it is recommended that he should be given a 'Special Pay' of Rs. 30 p.m. (Rupees thirty only). This report Ext. W-4, was sent by him to the Port Trust for acceptance. It is also relevant in this connection to quote the following portion of his report in Ext. W-4 :

"He has been a very useful hand here besides his actual job of E.P.L.A. in as much, in repairing the station van whenever it had developed trouble at the station. Jobs like renewing the suspension system, overhauling dynamo, self starter, horn, engine tuning even decarbonising. He is also an excellent Outboard motor mechanic. Without his services, I could not have run the outboard motors. Most of the motors (5 Nos.) are over 10 years old now and quite frequently these develop trouble. It is he who maintains these motors. If we are to send these imported Johnson Sea horse outboard motors to Messrs R. B. Rodda & Co. (only repairer in Calcutta) it would cost the Commissioners exorbitant sum of money. For example on 2-5-70 we had got one motor estimated for repairs by Messrs R. B Rodda

& Co., they had quoted about Rs. 2000 and charged Rs. 45. for making out the estimate only. After that I have stopped getting these repaired from them and now I get them done mostly by Shri Namajuddin.

To day, if the station launch develops some minor engine trouble, I normally get it attended by him only thus avoid sending the launch all the way to Calcutta for repairs."

6. The above report of a responsible Officer of the Port Trust clearly establishes that Shri Namajuddin had been executing the additional work as stated in Ext. W-4 in addition to his normal work attached to this office as Electric Plant Light Attendant. The fact that he was paid higher salary than other skilled labour or that he was paid higher rate of allowance is not a factor to be taken into consideration in fixing his special pay. The fundamental rules applicable to members of services and the Rule Making Control of the Government provides that "a specific addition of work and responsibility" will entitle an employee to get a special pay. It is proved through the evidence of the workman as WW-1 that the additional work was allotted to him after 1968 or 1969 and before that he was not doing the additional work. The evidence of MW-1, Assistant River Surveyor does not help us to determine as from when Shri Namajuddin started doing the additional work. His evidence is that he started work in the same manner even from the beginning of the Falta station in 1962 as against the averment made in the written statement of the Port Trust. The Port Trust had no case in the written statement that the additional work was being done from the very inception. In the absence of any such case the evidence of MW-1 cannot be supported. He admits however that the additional work such as service and repairing out-board motor engines, repairing and maintenance of station van and operating motor pump is being done by the workman. Once it is proved that he was doing the additional work only after 1968, it has to be said that it is a specific addition to his work and as such he would be entitled to get a special pay. The fact that his departmental superior officer had recommended a special pay as per Ext. W-4 report is another strong circumstance in his favour to hold that he would be entitled to get a special pay. In spite of Ext. W-4 report no action was seen to have been taken by the Port Trust. In the Establishment Schedule for the year 1975-76 maintained by the Calcutta Port Trust special pay was seen to have been paid to several employees on account of doing additional work. There is no ground to make a discrimination in the case of this workman for non-payment of special pay for the additional work which he is doing. So, I find on a consideration of the evidence and other circumstances in the case that this is a fit case in which the workman Namajuddin should be given special pay.

7. The next question is as to the amount of special pay and also the date from which the special pay shall take effect. The quantum asked for is for a sum of Rs. 45/- per month. But the Report, Ext. W-4 shows that the Commandar had recommended only Rs. 30/- per month. The Commandar was in-charge of the station and as such he was the proper person to assess the work and the quantum of special pay to be fixed. I find no ground to allow more than Rs. 30/- by way of special pay. The amount as proposed in Ext. W-4 report at Rs. 30/- per month can be allowed as special pay. Though the recommendation had been made in the year 1972 as per Ext. W-4, the Union had taken up the case of the workman only on 11th January, 1974. So, the demand for special pay was made only from 11-1-74 on the basis of the records produced in the case. So, an amount of Rs. 30/- per month shall be paid with effect from 11-1-1974 as special pay to the workman Shri Namajuddin.

8. In the result, an award is passed in favour of the workman Sri Namajuddin directing the Calcutta Port Trust to pay him a special pay of Rs. 30/- per mensem with effect from 11th January, 1974.

E. K. MOIDIU, Presiding Officer  
[No. L-32012/14/75/D. IV(A)]  
Dated, Calcutta,  
The 27th July, 1976.  
NANDLAL, Desk Officer.

आदेश

मही दिल्ली, 10 जून, 1976।

"का. आ. 3089.—केन्द्रीय सरकार की राय है कि इससे उपराज्य अनुसूची में विनियोग विषयों के बारे में मैसर्स रिपराराइड डास्पोर्ट एंड ट्रेइंग प्राइवेट लिमिटेड, कलकत्ता के प्रबन्धालंक से सम्बद्ध भियोजकों और उनके कर्मकारों के बीच एक श्रोतोंगत विवाद विषयमान है;

मौर केन्द्रीय सरकार उक्त विवाद को न्यायनिर्णय के लिए निर्देशित करना चाहीय समझती है;

प्रतः, अब, शौचांगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 10 की उपधारा (1) के खण्ड (v) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार उक्त विवाद को उक्त अधिनियम की धारा 7 के अधीन गठित केन्द्रीय सरकार शौचांगिक अधिकरण, कलकत्ता को न्यायनिर्णय के लिए निर्देशित करती है।

#### अनुसूची

क्या मैसर्स रिवरसाइड ट्रांसपोर्ट एंड ट्रेंडिंग प्राइवेट लिं. कलकत्ता के प्रबन्धतंत्र की अपने निम्नलिखित वर्षकारों को गोरी और पत्तन अभियों के लिए भजदूरी पुनरीक्षण मिमित भी सिफारिशों के अनुसार अन्तरिम महायाता वें से इकार करने की कार्यवाही न्यायोपचित है? यदि नहीं, तो सम्बन्धित कर्मकार किस अनुसूच के हकदार हैं?

प्रत्यवेलित कर्मकारों के नामः—

1. श्री चीता बहादुर चेतरी
2. श्री कृष्ण प्रसाद शर्मा
3. श्री मोहम्मद साफी
4. श्री मोहम्मद जमाल
5. श्री काल बहादुर चेतरी
6. श्री लाल कान्त शर्मा
7. श्री गंगा बहादुर शाया
8. श्री भीम लाल शर्मा
9. श्री लक्ष्मी पर्वी शर्मा
10. श्री जंगबहादुर चेतरी
11. श्री धान बहादुर बासे
12. श्री किशन बहादुर बापा
13. श्री धान्ता बहादुर चेतरी
14. श्री सेलेन्ड्र सिंह
15. श्री मोहम्मद हरीक
16. श्री मोहम्मद जमील

स्टीमर बाचमैन सुपरवाइजर

स्टीमर बाचमैन

[संख्या एल-32011(25)/75-डी-4(ए)]

नन्द लाल, अनुभाग अधिकारी (विशेष)

#### ORDER

New Delhi, the 10th June, 1976

**S.O. 3089.**—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the management of Messrs Riverside Transport and Trading Private Limited, Calcutta and their workmen in respect of the matters specified in the Schedule hereto annexed;

And whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Central Government Industrial Tribunal, Calcutta constituted under section 7A of the said Act.

#### SCHEDULE

Whether the management of Messrs Riverside Transport and Trading Private Limited, Calcutta are justified in refusing to pay to their following workmen interim relief as per the recommendations of the Wage Revision Committee for Port and Dock Workers? If not, to what relief are the workmen concerned entitled?

Names of the Workmen involved :—

1. Shri Chita Bahadur Chetri	Steamer Watchmen Supervisors
2. Shri Krishna Prasad Sharma	
3. Shri Mohammed Safi	
4. Shri Mohd. Jamal	
5. Shri Kal Bahadur Chetri	Steamer Watchmen
6. Shri Laki Kanta Sharma	
7. Shri Ganga Bahadur Thapa	
8. Shri Bhimlal Sharma	
9. Shri Lakshmpati Sharma	
10. Shri Jang Bahadur Chetri	
11. Shri Dhan Bahadur Ghale.	
12. Shri Kishan Bahadur Thapa	
13. Shri Shanta Bahadur Chetri.	
14. Shri Salender Singh	
15. Shri Mohammed Hanif	
16. Shri Mohd. Jamil.	

[No. L-32011/25/75/D.IV(A)]  
NAND LAL, Section Officer (Spl.)

नई दिल्ली, 7 अगस्त, 1976

**S.O. 3090.**—यह: केन्द्रीय सरकार का समाधान हो गया है कि ऐसा लोकहित में अपेक्षित है कि भारत सरकार टकसाल अलिपुर, कलकत्ता, जिसे शौचांगिक विवाद अधिनियम, 1947 (1947 का 14) की प्रथम अनुसूची में प्रविष्ट 11 द्वारा अन्तर्गत लाया गया है, को उक्त अधिनियम के प्रयोजनों के लिए लोक उपयोगी सेवा बोधित किया जाना चाहिए;

प्रतः, अब, शौचांगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 2 के खण्ड (vi) के उप-खण्ड (vi) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एनडब्ल्यूआरा उक्त प्रयोग को उक्त अधिनियम के प्रयोजनों के लिए तत्काल प्रभाव से छः मास की कालावधि के लिए लोक उपयोगी सेवा बोधित करती है।

[एस-11017/4/75-डी-1/ए]

एस. ० के० नारायणन, डेस्क अधिकारी

New Delhi, the 7th August, 1976

**S.O. 3090.**—Whereas the Central Government is satisfied that the public interest requires that the India Government Mint, Alipore, Calcutta, which is covered by entry 11 in the First Schedule to the Industrial Disputes Act, 1947 (14 of 1947), should be declared to be a public utility service for the purposes of the said Act;

Now, therefore, in exercise of the powers conferred by sub-clause (vi) of clause (n) of Section 2 of the Industrial Disputes Act, 1947 (14 of 1947) the Central Government hereby declares with immediate effect the said industry to be a public utility service for the purposes of the said Act for a period of six months.

[S-11017/4/75-DIA]

L. K. NARAYANAN, Desk Officer

नई दिल्ली, 28 जुलाई, 1976

**का० आ० 3091/499(ड).**—केन्द्रीय सरकार, अम भविष्य निधि विधि (संशोधन) अध्यादेश 1976 (1976 का 9) की धारा 1 की उप-धारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, 1 अगस्त, 1976 को ऐसी तारीख के रूप में नियत करती है, जिस तारीख को उक्त अध्यादेश प्रवृत्त होगा।

[संख्या एस-०-35012(2)/76-(पी० एफ०-2 (1))]

**का० आ० 3092/500(ड).**—के० ब्रीय सरकार, कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) की धारा 8 की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, आधारित मजदूरी मंहगाई भत्ते (जिसके अन्तर्गत किसी खाद्य रियायत का नकद मूल्य भी आता है) तथा प्रतिधारण भत्ते (यदि कोई हो) के, जो तत्समय नियोजक के कर्मचारियों के संबंध में सन्देय हो, योग के 0.5 प्रतिशत को अभिवाय की ऐसी दर के रूप में नियत करती है, जो उक्त अधिनियम के अधीन स्थापित नियोजन सहबद बीमा निधि में नियोजक द्वारा प्रतिमास सन्देय होगी।

2. यह अधिसूचना 1 अगस्त, 1976 को प्रवृत्त होगी।

[संख्या एस-०-35012/2/76-पी०-एफ०-2(4)]

**का० आ० 3093/501(ड).**—केन्द्रीय सरकार, कोयला खान भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1948 (1948 का 46) की धारा 37 की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, आधारित मजदूरी, मंहगाई भत्ते (जिसके अन्तर्गत किसी खाद्य रियायत का नकद मूल्य भी आता है) तथा प्रतिधारण भत्ते (यदि कोई हो) के, जो तत्समय नियोजक के कर्मचारियों के संबंध में सन्देय हो, योग के 0.5 प्रतिशत के अभिवाय की ऐसी दर के रूप में नियत करती है, जो उक्त अधिनियम के अधीन स्थापित नियोजन सहबद बीमा निधि में नियोजक द्वारा प्रतिमास सन्देय होगी।

2. यह अधिसूचना 1 अगस्त, 1976 को प्रवृत्त होगी।

[संख्या एस-०-35012/2/76-पी०-एफ०-2(5)]

का० आ० 3094/502(इ) .—केन्द्रीय सरकार, फोला खान भविष्य निधि और प्रकोण उपबन्ध अधिनियम, 1948 (1948 का 46) की धारा 3छ की उपधारा (4) के खण्ड (क) द्वारा प्रवत्त शक्तियों का प्रयोग करते हुए, नियोजक द्वारा अपने कर्मचारियों के संबंध में तत्समय संवेद्य प्राधारित मजदूरी, महाराई भते (जिसके अन्तर्गत किन्हीं खात्र रियायतों का नकद मूल्य भी आता है) और प्रतिधारण भते (यदि कोई हो) के योग के 0.1 प्रतिशत की देसी अतिरिक्त रकम के रूप में विनियोजित करता है, जो बीमा स्कीम द्वारा या उसके अधीन उपबन्धित किन्हीं प्रतिविधाओं की लागत महें व्ययों से भिन्न उस स्कीम के प्रशासन के संबंध में व्ययों को पूरा करने के लिए निषेप-सहबद बीमा निधि नियोजक द्वारा प्रति मास संदेश होती।

2 यह अधिसूचना 1 अगस्त, 1976 को प्रवृत्त होती।

[संख्या एस०-35012/27/76-पी०एफ० 2 (vi)]

का० आ० 3095/503(इ) .—केन्द्रीय सरकार, कर्मचारी भविष्य निधि और प्रकोण उपबन्ध अधिनियम, 1952 (1952 का 19) की धारा 6ग की उपधारा (4) के खण्ड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, नियोजक द्वारा अपने कर्मचारियों के संबंध में तत्समय संवेद्य प्राधारित मजदूरी, महाराई भते (जिसके अन्तर्गत किन्हीं खात्र रियायतों का नकद मूल्य भी आता है) और प्रतिधारण भते (यदि कोई हो) के योग के 0.1 प्रतिशत की देसी अतिरिक्त रकम के रूप में विनियोजित करती है, जो बीमा स्कीम द्वारा या उसके अधीन उपबन्धित किन्हीं प्रतिविधाओं की लागत महें व्ययों से भिन्न उस स्कीम के प्रशासन के संबंध में व्ययों को पूरा करने के लिए निषेप-सहबद बीमा निधि नियोजक द्वारा प्रति मास संदेश होती।

2. यह अधिसूचना 1 अगस्त, 1976 को प्रवृत्त होती।

[संख्या एस०-35012/27/76-पी०एफ० 2 (vii)]

एस० एस० सहबनामन, उर्जा सचिव

New Delhi, the 9th August, 1976

**S.O. 3096**—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 2, Dhanbad, in the industrial dispute between the employers in relation to the storing Agents of the Food Corporation of India and their workmen, which was received by the Central Government on the 31st July, 1976

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (No. 2) AT DHANBAD

##### Reference No. 62 of 1971

In the matter of an industrial dispute under Section 10(1)(d) of the Industrial Disputes Act, 1947.

(Ministry's order No. I. 42012/18/71-LRJII dated 8th December 1971).

##### PARTIES:

Employers in relation to the Storing Agents of the Food Corporation of India mentioned in Column 1 of the Schedule

AND

Their workmen.

##### APPEARANCES:

On behalf of the employers—(1) Sri C. L. Ganguly, Advocate, (2) Sri K. N. Sen, Advocate, (3) Sri R. S. Mazumdar, Advocate, (4) Sri S. C. Mukherjee, Advocate.

On behalf of the workmen—(1) Shri D. L. Sengupta, Advocate, (2) Shri S. N. Banerjee, Advocate.

STATE : West Bengal

INDUSTRY : Food

Dhanbad, the 26th July, 1976

##### AWARD

The Central Government, Ministry of Labour, being of opinion that an industrial dispute exists between the storing agents of the Food Corporation of India and their workmen referred the same to this Tribunal for adjudication.

In the schedule to the order of reference there are three columns: the names of the 13 storing agents have been incorporated in Col. No. 1 under serial No. 1 to 13; in

column No. 2 the names of the workmen have been incorporated against each of the thirteen storing agents and in column No. 3 the dispute for adjudication has been given which are as follows:

##### SCHEDULE

1	2	3	4
Name of the employer (Storing agents of the Food Corporation of India).	Names of workmen	Disputes for adjudication.	
1. M/s. D.C. Sen, 44, Chetla Road, Calcutta-27.	Serial No. 1 to 113	(With names)	Whether the action of the employers in refusing to employ their respective work men working at their go-downs or depots or railway sidings prior to 30th October 1970 is Justified. If not to what relief these workmen are entitled ?
2. M/s. Kanailal Sikdar, 300, Roybahadur Road, Calcutta-53.	Sl. No. 1 to 29	-Do-	
3. M/s. Amarendra Nath Jane, 2282, Benarash Road, Village and Post Office, Bamangachi District Howrah.	Sl. No. 1 to 85	-Do-	
4. M/s. Hiralal Modi and A.K. Gupta and Sree Traders, 124, Basanta Lal Saha Road, Calcutta.	Sl. No. 1 to 82	-Do-	
5. M/s. R. C Nandi	Sl. No. 57/1, B.T. Road, Cossipore.	1 to 80	-Do-
6. M/s. A. Rahman & M/s. B.C. Ghosh	Sl. No. 1 to 99	GIS Cotton Mill Food Depot, P.O. Baidyabati, District Hooghly.	-Do-
7. M/s. Monilal Ghosh, Jorhat, P.O. Abdul, District Howrah.	Sl. No. 1 to 21		-Do-
8. M/s. S.K. Samanta, 6 Mallick Ghat Road, Ramkrishnapur, Howrah.	Sl. No. 1 to 42		-Do-
9. M/s. Jagbandhu Sarkar, Village Latifpur, P.O. Uluberia, District, Howrah.	Sl. No. 1 to 73		-Do-
10. M/s. Bimal Kumar	Sl. No. 1 to 84	220 Naskarpura Road, P. O. Ghusuri, District, Howrah.	
11. M/s. Sarat Kumar Mandal, 5, Mallick Ghat Road, Ramkrishnapore, P.O. and District Howrah.	Sl. No. 1 to 25		-Do-
12. M/s. A.K. Samadar, 15, Kali Prasanna Singh amia Road, Calcutta.	Sl. No. 1 to 33		-Do-
13. M/s. Dhar and Company	Sl. No. 1 to 27	Bhupendra Bose Avenue, Calcutta-4.	-Do-

Written statement and rejoinder on behalf of the workmen was filed by the Food Corporation of India Workers Union, Eastern Zone, Calcutta under the signature of the Jt. Secretary of the Union. The storing agents, Sl. No. 1, Sl. No. 2, Sl. No. 3, Sl. No. 4, Sl. No. 5, Sl. No. 7, Sl. No. 8, Sl. No. 9, Sl. No. 11, Sl. No. 12, Sl. No. 13 filed their written statements and rejoinders. In respect of storing agent at Sl. No. 6 and storing agent at Sl. No. 10 no written statement was filed nor there was any appealance by them.

The case of the workmen briefly stated is as follows : The storing agents concerned were previously whole-sellers of foodgrains and then they became storing agents of the Food Corporation of India (hereinafter called the Corporation). Before the formation of the union on record National Union of Waterfront Workers agitated for abolition of contract system in the work of the corporation and for direct employment of the workers engaged in the work of the corporation under the corporation. As a result the corporation agreed to departmentalise some of the workmen but the workmen of the storing agents as mentioned in the order of reference were not departmentalised. On the failure of the corporation to absorb the workmen of the storing agents and concede other demands the union served a notice of strike dated 16-9-1970 on the corporation and the workmen of the storing agents along with the workmen of the Food Corporation of India struck work w.e.f. 30-10-70 on a charter of demands and this strike continued for 15/16 days. The strike was however called off on the execution of a tripartite settlement dated 14-11-70 between the Food Corporation of India and F.C.I. Workers Union. In the settlement the corporation at Calcutta agreed not to resort to take any legal/disciplinary action against the striking workers. The storing agents in violation of the aforesaid agreement refused to employ the 793 workmen concerned when they reported for duty on 15-11-70. Industrial dispute was raised with the storing agents. In the conciliation meetings called by the Asstt. Labour Commissioner(C) Calcutta the storing agents did not attend. The Food Corporation of India promised to persuade the storing agents to settle the dispute with the workmen but to no effect. The action of the storing agents is alleged to be unjustified, illegal, malafide, by way of victimisation and unfair labour practice. The workmen therefore want reinstatement with full back wages.

The written statements as filed by the storing agents mentioned above are more or less on the same line which is briefly stated as follows :—

The order of reference is not maintainable as the corporation has not been made a party to be alleged dispute. The reference is also not maintainable as no industrial dispute was raised with the storing agents and there was no privity of contract of employment between the alleged workmen and the storing agents, etc. According to them the storing agents were appointed as clearing storing and distributing agents of the Corporation by separate agreements which are still subsisting. The storing agents appointed independent contractors and according to the contract the said contractors are to execute the work through their respective workers over whom the storing agents have no control or supervision. The storing agents are paid by the corporation on the basis of quintals of foodgrains distributed by the storing agents and the contractors of the storing agents were paid on the basis of bags of foodgrains handled by the contractors employees and the contractors themselves used to pay their employees. The alleged agreement between the Corporation and the FCI Workers Union dated 14-11-70 is not binding on the storing agents as they were not parties to the said agreement. The alleged workers were never the workers of the storing agents and neither the alleged workmen nor the union approached the storing agents with any demand.

The points that arise for decision in this case in view of the pleadings of the parties are as follows :—

- (1) Whether there is any employer-employee relationship between the storing agents and the alleged workmen as mentioned in the order of reference.
- (2) Whether there was any privity of contract of employment between the storing agents and the alleged workmen.
- (3) Whether the Order of Reference is maintainable in the absence of the Food Corporation of India as a party to it.
- (4) Whether any industrial dispute was raised before the storing agents.

I take up first, point No. 1 and 2 together : viz.

- (1) Whether there is any employer-employee relationship between the storing agents and the alleged workmen as mentioned in the Order of Reference.
- (2) Whether there was any privity of contract of employment between the storing agents and the alleged workmen.

I start with some facts considered significant and which I think would appear to be significant to all. Quoted below is the relevant portion of paragraph 7 of the written statement filed by Food Corporation of India Workers Union, which apparently in the written statement for all the persons claiming to be workmen under the storing agents,

"That the Food Corporation of India Workers' Union started agitation for the departmentalisation of the workmen working for the said corporation in various places including those on the employers named in the instant Order of Reference. Even prior to the formation of the aforesaid trade union, National Union of Waterfront Workers agitated for abolition of the contract system in the work of the said corporation and for direct employment of the workers engaged in the work of the said corporation by the same. As a result of the agitation by the said union the said corporation agreed to departmentalise some of the workmen with effect from 15th January, 1970."

There are two aspects of the above—

(1) The persons concerned are working under contract system with the storing agents and (2) for long the union, and before that, the National Union of Waterfront Workers are agitating for their departmentalisation with the Corporation. The result is that some of them were departmentalised but the workmen of the storing agents as mentioned in the Order of Reference were not departmentalised. The workmen of the Corporation struck work with effect from 30-10-70 on demands which included also the departmentalisation of those who were not departmentalised. The storing agents are not contractors but are Agents for storing. To all intents and purposes the above is an admission of the union of workmen that the persons concerned are on contract system. It is not the case of the union that any time thereafter the persons concerned became the direct workmen of the storing agents. The second significant fact is the evidence in cross-examination of WW. 1 who claims to be a workman under the storing agent, serial No. 1 D. C. Sen. The above witness says that there is a barley factory of M/s. Rockitt Colman & Co. in Behala and they work at times in the above barley factory of another company under the advice of the manager. Storing agent No. 1 was not trading in labour as there is no evidence like that. So this admission of WW. 1 is not consistent with their claim that they were the employees of storing agent No. 1. On the other hand it is consistent with the storing agents case that the persons concerned were the workers of contractors, who used to employ them in the godown of company's work according to the need of the situation. It may be argued this may be true of storing agent No. 1 alone. I can say that the case of storing agent No. 1 only sets the pattern. Since the nature of business of the storing agents is the same, which was admitted at the time of argument, what is true of storing agent No. 1 should, of necessity, be true in respect of the other storing agents. So, this is one very important aspect of the case. It appears that from the workmen's side no appointment letter could be produced nor any paper which would go to show that the persons claiming to be the workmen are really the workmen of the storing agents. WW. 1, Bistupada Barik, WW. 2 Basudeb Koyal and WW. 3 Rabindra Nath Purkayet who have been examined from the side of the workmen say that they were the workmen of employer No. 1 and they also say what work they were doing. WW. 4 Badri Prasad and WW. 5 Sukdev Mondal say that they were working under employer No. 3 and what work they were doing. WW. 6 Joyram Routh says that he was working under employer No. 6 and what work he was doing. WW. 7 Surendra Nath Tewari says that he is a workman under employer No. 10 and what work he was doing. WW. 8, Birbari Jana says that he is a workman of employer No. 2 and what work he was doing. WW. 9 Prahlad Chandra Kandi says that he was working under employer No. 4 and what work he was doing. WW. 10 Chaitan Routh says he was working under employer No. 5 and what work he was doing. WW. 11 Bahadur Sahu says that he was working under employer No. 5 and what work he was doing. WW. 12 says he was working under employer No. 13. WW. 12 says that he was working under employer No. 12.

WW. 13 says that he was working under employer No. 11. WW. 14 says that he was working under employer No. 8. WW. 15 says that he was working under employer No. 9. WW. 16 says that he was working under employer No. 7. WW. 17 says that he was working under employer No. 9. All these witnesses say what work they were doing. As against this MW. 1 to MW. 3 from the side of employer No. 1, MW. 4 the Proprietor of employer No. 2, MW. 5 from the side of employer No. 2, MW. 6 from the side of employer No. 4, MW. 7 for employer No. 8, MW. 8 who is employer No. 7, MW. 9 who is working under employer No. 7, MW. 10 for employer No. 7, MW. 11 from the side of employer No. 5, MW. 12 one of the partners of employer No. 9, MW. 13 employee of employer No. 9, all deny in their evidence that the alleged workmen are their workmen. So far as the storing agents mentioned above and the workmen are concerned, this is oath against oath. It is necessary to look into other facts and circumstances to see how far the workmen have been able to prove their case. The learned Advocate arguing for the workmen submits that in the agreements Ext. M2 onwards between the Corporation and the storing agents there is a provision that the corporation will be entitled to take disciplinary action against all persons who handle the corporation's foodgrains. The learned Advocate from the side of the workmen submits that the storing agents by agreement gave the authority of disciplinary action against the labour force in the hands of the corporation and unless these workmen were the workmen of the storing agents no such authority could be given. This fact is not by itself conclusive to show that the alleged workmen are the workmen of the storing agents. Shri C. L. Ganguly, learned Advocate arguing for employers at Sl. Nos. 2, 4, 7, 8, 9 and 12 submits that the Corporation was dealing with essential commodities like food and therefore it may be that they wanted to keep the right of disciplinary action to themselves in respect of all these persons who handle these essential commodities. He further submits that if the alleged workmen were actually the workmen of the storing agents it is not likely for some reason or other for the storing agents to give the authority of punishment of his own men to another body. So it may cut both ways. It was further submitted by Shri D. L. Sengupta that there is no provision in the agreement between the Corporation and the storing agents for the engagement of sub-contractors and so there was no contractors as claimed. There is also no prohibition in the agreement for employment of sub-contractors. In my opinion in the absence of prohibition the storing agents were at liberty to engage sub-contractors considering the nature of their business. Then the learned Advocate appearing for the workmen refers to an agreement between the Corporation and the FCI Workers Union dated 14-11-70, Ext. W. 23 following which the strike was withdrawn. There is a clause in this agreement that the Corporation agreed not to resort to take any legal disciplinary action against the striking workers and submits that this agreement between the Corporation and the workmen is not inconsistent with the agreement between the storing agents and the corporation which are Ext. M2 onwards. It may look as though the storing agents working on commission under the Corporation surrendered their valuable rights in favour of the corporation. From the side of the employers who are represented by Shri C. L. Ganguly, Advocate it is submitted there is nothing to show that the storing agents ever authorised the corporation to represent them in the agreement dated 14-11-70 and that the agreement was also not binding on them. Actually there is nothing to show that the storing agents authorised the corporation to represent them in the agreement, Ext. W. 23. In my opinion, Ext. W. 23 is not helpful to the case of the workmen for the above purpose. Then we may look into other facts and circumstances. Admittedly the FCI Workers Union gave a notice of strike to the corporation to press their demands, one of which was departmentalisation of the contract labour. Admittedly no notice of strike was given on any of the 13 storing agents. It is the case of the workmen that all the workmen working under different storing agents also struck their work. If, as the workmen say, they are the workmen of the storing agents and they struck work, it is only natural to suppose that they or the union would be giving a notice of strike on their employers also viz. the storing agents. This non-service of notice of strike on the storing agents also goes somewhat to show that the alleged workmen were not the workmen of the storing agents. In the absence of anything to show that the storing agents authorised the corporation to enter into the agreement, Ext. W. 23, on their behalf the possible

supposition that can arise is that the storing agents were not a party to that agreement as they were not the employers of the alleged workmen. I have gone through the evidence of witnesses WW. 1 to WW. 17 who claim to be working under different storing agents. The trend of their evidence is that the Babus of the storing agents used to make payment of their wages for which they in some cases put their signatures or thumb impression as the case may be on plain papers or khata. Sometimes their hazri was deducted, and for taking leave they had to apply to Babus of the storing agents. If that be so, it is expected that the storing agents would be maintaining pay register and their accounts would also show the payment of wages to these workmen. There would be also a leave register. These are all matters of record. The workmen have not called for relevant papers from the storing agents showing payment of wages to them or granting of leave to them. As a matter of fact the workmen have not called for a single document from the respective employers. No explanation has been given as to why they did not call for any documents from their employers. This non-calling of important documents from the alleged employers raises an adverse presumption against the workmen. Now I refer to the evidence on the management's side. The evidence coming from the side of employer No. 1 is that Fakir Mohan Achariya, Harihar Mahapatra and Santosh Kumar Maity were their labour contractors. They have produced contractors bills which are Exts. M4 to M134 bearing signature of the contractors on revenue stamp on the bills themselves. The evidence from the side of employer No. 4 is that Satyananda Bera, Mou Choudhury and Kankum Sirdar were their labour contractors. Exts. M177, Ext. M188, M180 and M181 are letters with regard to the creation of the contract. Contract can be created by offer and acceptance by letters. Then again the diligent contractors bills in many sheets are Exts. M182, M183, M184, & M185. With regard to employer No. 2 the contractor's bills are Ext. M172 and M175. With regard to employer No. 7 the evidence is that Felu Mate and Ganendra Das were the contractors and the agreements are Ext. M 195 and M 196. With regard to employer No. 8 the evidence is that the contractors were Padma Deo, Kamakhy Prasad and Nishikanta Dalapati. There is also evidence that the contractors used to receive payments from the account of the firm and sign on the register, marked Ext. M191. With regard to employer No. 9 the evidence is that the contractor was Allauddin Khan. With regard to employer No. 5 the evidence is that Sarju Goram and S. N. Singh were the contractors. Sarju's bills are Ext. M 201 and the other contractor's bills is Ext. M 202 in 17 sheets and 25 sheets. The contractor has signed on revenue stamp on these bills. Shri S. N. Singh's bills are Ext. M203. There is no satisfactory evidence before me that the above are manufactured documents or spurious documents. The workmen have not examined any of the above contractors to say that they were employees of the storing agents or deny the agreements and bills. In the face of this it is not reasonable to throw out the above documentary evidence. That apart, it is in the cross-examination of WW.2 that Shri Santosh Kumar Maity (the contractor of employer No. 1 as per evidence) used to prepare bills in respect of each item of work like loading, unloading, stacking of foodgrain bags at prescribed rates. The above bills were checked in the office of employer No. 1 at Chetla. As Santosh Kumar Maity was illiterate, WW.2 used to collect the money as charged in the bills on his behalf from the company. The signature of Santosh Kumar Maity was made through his pen. His further evidence is that the money so drawn out of the bills were distributed to the 23 persons who worked under Santosh Kumar Maity (underlining mine) WW.1 who alleges to be a workman under employer No. 1 admits in his evidence that he used to get his wages from Fakir Mohan Achariya, workmen at Sl. Nos. 1 to 63, 65, 66, 68, 271 received payment from Fakir Mohan Achariya. Workmen at Sl. Nos. 73 to 89 received payment from Harihar Mahapatra. Sl Nos. 72 and Sl. Nos. 92 to 111 received payment from Santosh Kumar Maity. This witness further says that in No. 21 Chetla Road there is a barley factory of Reckitt Calman & Co. He denies that Fakir Mohan Achariya also worked as a contractor in Reckitt Calman and Co. He however volunteers that the employees of M/s. D. C. Sen, employer No. 1 advised them to work in Reckitt Calman and Co. in their idle hours so that they may earn something. If the persons claim to be workmen of employer No. 1 there is no reason why they would be asked to work in another firm with which employer No. 1 appears to have no connection. If the above fact shows anything it goes to show that the above persons

used to work in Reckitt Culman and Co. as they were not the employees of employer No. 1 WW. 3 who claims to be a workman under employer No. 1 says in his evidence that under instructions of their manager some of the workmen of employer No. 1 went and worked in the barley factory. My observation in respect of this evidence is same as above. Then there is also evidence from workmen side that they used to work on 'no work on pay basis'. WW. 7 who claims to be a workman under employer No. 10 says in his evidence that they were not getting wages but their work was on 'furan' basis. WW. 6 claiming to be a workman under employer No. 6 says there was a fixed rate of charge for a bag and they were paid weekly wages on the above rates. I need not multiply evidence in this respect. The above evidence goes a long way to show that the alleged workmen were not the workmen of the storing agents. Then, Ext. W. 7 onwards are said to be the demand notices of the workmen. The names of the alleged workmen were not given in the notice of demand. The names of the workmen appear nowhere and it appears from the failure report that the Secretary of the union gave a list of the workmen in conciliation stage when asked to by the Conciliation Officer. WW. 19 is Shri R. P. Bhatnagar who as Assistant Labour Commissioner (C) held a conciliation and it is his evidence that on the basis of information furnished by the union he included the names of the workmen against each storing agent as their concerned workmen. He relied upon the above information supplied by the union. So it will appear that the Assistant Labour Commissioner did not verify the list of the workmen supplied by the union and the whole matter was an undated one. The number of the alleged workmen runs to 793. The submission of Shri C. L. Ganguly, learned Advocate for some of the employers, that the union has not given satisfactory evidence in discharge of their onus about the persons claimed to be workmen has some substance. Shri S. N. Banerjee, Advocate for the workmen admitted at one stage that the names of many workmen as given in the order of reference were wrongly quoted. This presents some difficulty also. There were no attempts from the side of the workmen for necessary correction of the names by issue of a corrigendum from the Ministry of Labour who made the reference. If some of the names of the workmen as in the order of reference are wrong the persons wrongly named are not naturally workmen and wrongly named persons cannot be declared as workmen. The learned Advocate for the workmen, Shri D. L. Sengupta draws my attention to Clause 34 of the agreement between the Corporation and the storing agent which says that the agent shall be responsible for the supply of labour for all kinds of work as may be necessary and submit that this shows that the workmen were working under the storing agents. I think that the responsibility for supply of labour as enjoined in the agreement does not mean that the storing agents shall appoint labourers of their own and employ them in the work of food handling in the godowns. That apart it appears from the failure report, Ext. W. 1/1 that in the conciliation proceedings the Senior Deputy Manager (Labour) and Addl. Regional Manager of Food Corporation of India denying the contention of the union expressed that the management of the Corporation had no contract with the storing agents about the employment or terms of employment of labour because these agents simply held the stocks on commission basis. This explains away the contention of the learned Advocate appearing for the workmen regarding the interpretation of Clause 34 of the agreement between the Corporation and the storing agents. Clause 19 of the agreement between the Corporation and the Storing agent runs as follows :

"The Agent/s shall be responsible for the proper conduct and honest behaviour of his/their/its staffs and employees while working or property containing corporation goods. The agent/s shall not appoint any staff or engage any labour who has been previously found guilty of misconducts or any offence against the State and/or sentenced in any criminal case and/or is in any way connected with subversive activities. . . . ."

I think that this clause does not prove that the persons concerned are the workmen of the storing agent. It only ensures that whosoever is engaged in food handling should be of good conduct. The storing agents on their part was to satisfy themselves about this point when the contractors engaged their men for the work. Taking into consideration all the facts and circumstances as discussed by me above I cannot persuade myself to believe that the persons as named against the stor-

ing agents in the order of reference are the workmen of the storing agent themselves. I may say in this connection that even if some of the storing agents have not appeared the workmen are required to prove their case ex parte against he and on contest against those storing agents who have appeared. In my view the workmen have not been able to prove their case even ex parte against those who have not contested, and on contest against those who have appeared. I may say in this connection that Shri D. L. Sengupta who appeared for workmen laid more emphasis on the establishment of employer-employee relation on the basis of some decisions of Supreme Court. He referred to a number of rulings and on the basis of facts in the light of those rulings he tried to show that the alleged contractors are not independent contractors but intermediaries or employees of the storing agents and the persons working under the alleged intermediaries or employees are by necessary implication the workmen of the storing agents. The rulings referred to are Dharangadhar Chemicals Ltd. v. State of Saurashtra, 1957-II-LJ 47 (S.C.), Chintaman Rao v. State of Madhya Pradesh, 1958-II-LJ 252 (S.C.), Sankai Balaji v. State of Saurashtra, 1962-I-LJ 119 (S.C.), D. C. Dewan Mahiden Sahib and Sons v. United Bidi Workers, 1964-II-LJ 633 (S.C.), Shivanand Sharma v. Punjab National Bank, Vol. III FJR 150 (S.C.) In Dharangadhar Chemicals it was held that the question of relationship of employer-employee is a question of fact which the Tribunal has jurisdiction to decide. It is also decided there that there should be an employment of the alleged workmen by the employer. The prima facie test laid down is the existence of the right in the master to supervise and control the work done by the servant not only in the matter of directing what work the servant was to do but also the manner in which he shall do the work. In that case it was found on facts that the agarias were working in the salt works under the lessees of the salt work and the supervision and control was exercised by the lessee extending to all stages of the salt manufacture from the beginning to the end and therefore the agarias were not the independent contractors but workmen as defined in the Act. He also referred to Vol. XXIII FJR 386 Bhagaband Colliery v. Workmen. There some of the workmen themselves supplied labour force to the company and the work of these labour was supervised by the employees engaging them and so the persons so engaged in the colliery by the employees were considered as workmen of the company itself. In Sivananda Sharma v. Punjab National Bank the bank appointed a company as treasurer under a contract by which the treasurer were made responsible for the cash, department of the bank at the head office and the branches. The treasurer appointed cashier in different branches of the bank. It was held by the Supreme Court that from the terms of the agreement between the bank and treasurer it was clear that the treasures were under the employment of the bank on monthly basis for an indefinite term and were under the complete control and direction of the bank, and as the direction and control of the cashier were entirely vested in the bank the cashier must be held to be an employee of the bank. D.C. Dewan Mahiden Sahib and Sons case relates to bidi manufacturing industry and the other cases mostly relates to bidi manufacture. There the bidi manufacturer used to give bidi leaf to the intermediaries for cutting in proper shape and the persons employed by them used to do the rolling of the bidi in the premises of the intermediaries with materials supplied by the intermediaries. In one case it was found that the bidi manufacturing factory actually belonged to the bidi manufacturing company where the workmen of the intermediaries used to roll the bidi. It appears that the special feature in bidi case is that the bidi manufacturers had the quality control in their hand presumably for good market of the bidi. It is therefore seen that the bidi manufacturers kept strict control and supervision over the work of both the intermediaries or the persons engaged by them in bidi making in all stages of the manufacture from beginning to end. In view of this the intermediaries or the workmen engaged by them in bidi manufacturing were considered the employees of the bidi manufacturing company. The case of the Punjab National Bank has special features in that the cashier appointed by the treasurer who was appointed by the bank, was under the intensive control and direction of the bank manager and his pay and other emoluments were also controlled by the bank. In my opinion the decisions as cited by Shri D. L. Sengupta are not on all fours with the facts of the case of the storing agents we are dealing with. It does not appear that the contractors were under the control of the storing agents. In the above cases the

business was of the bidi manufacturers under whom there were intermediaries or independent contractors and other workers who made the bidi. In our case the business is of the Food Corporation and not of the storing agents and control of the work done by the storing agents and the labour engaged in the godowns was by the Food Corporation of India themselves through their officers as would be found from the argument and evidence. It is so much in evidence of the witnesses examined by the workmen that as inspect or deputed by the Corporation used to remain in the godowns of the storing agents and they used to give instructions to the workmen regarding loading, unloading, stacking, weignment and other process involved in the food handling. Of course they have tried to say that the storing agents also used to supervise the work of food handling in the godowns. If the inspectors of the Corporation remained present in the godowns and supervise the work of the workmen there and gave them directions regarding all process of food handling, little does come the scope of the storing agents to supervise and control the same work over again. By the agreement, Ext. M2 etc, the Corporation told the storing agents what work they were required to do and not the manner or mode in which to do the said work. There is a provision in the agreement about the supervision of the work in the godown of the storing agents by the officers of the Corporation. The nature of business of the storing agents as it appears from evidence is to receive foodstuffs on behalf of the Corporation store them and then again distribute them to different authorities according to the advice of the corporation. This being the nature of business they should of necessity see to some part of the work. The advice regarding receipt and despatch of foodstuffs was obtained by the storing agents from the corporation. The nature of work involved in this process does not entail control and supervision of the workmen engaged in the food handling at all stages or with any intensity. Again I may reiterate that there is definite evidence of some of the workmen's witnesses e.g. WW 2, WW. 4 etc. that the inspectors of the Corporation used to supervise their work and give instructions regarding stacking, despatch, loading and unloading etc. In view of the evidence on record and other facts and circumstances what transpires is that the corporation told the storing agents what work is to be done and not the manner in which it is to be done. It also transpires that the storing agents did not supervise and control the mode of the food handling by the workmen. It further transpires that the inspectors of the corporation were deputed in every foodgrain godown and they actually gave directions about the mode of work and supervise and control the food handling by the workers there. So on facts our present case can be distinguished from decisions as cited by the learned Advocate for the workmen as quoted above. The labour contractors cannot be said to be indigent persons in the employment of the storing agents but on all showing they were independent contractors. The workmen concerned worked under the control and supervision of the corporation's inspectors. In that view of the matter the proposition of law as laid down in those cases cannot be applied in the instant case. Giving my earnest consideration to the materials on record I come to the conclusion that the employer-employee relationship between the storing agents and the persons claiming to be workmen under them has not been established. I may again say that in the instant reference some of the storing agents contested and some did not. Arguments were placed before me by Shri C. L. Ganguly representing storing agents. Sl. Nos. 2, 4, 7, 8, 9 & 12. None appeared to place arguments from the side of other storing agents. Admittedly the nature of business of all the storing agents is the same and it may be said what may be true of the contesting storing agents is also true in the case of non-contesting storing agents. The case of the workmen has not been proved even ex parte against other storing agents. The privity of contract of employment between the storing agents and the alleged workmen has not also been proved.

The next point is a question of law. The case of the contesting storing agents is that no industrial dispute was raised with them either by the alleged workmen themselves or by the union. The Learned Advocate for the employers at Sl. Nos. 2, 4, 7, 8, 9 & 12 in the order of Reference, Shri C. L. Ganguly submits even taking the case of the workmen at their face value, no industrial dispute was raised by them with the employers, so as to make the reference maintainable. I may now refer to the law on this point.

The leading authority on this point even today is the decision of the Supreme Court in Sindhu Resettlement Corporation v. Industrial Tribunal, 1968-I-LLJ 834. It was held in that case that a mere demand to a Government without a dispute being raised by the workmen with their employer cannot become an industrial dispute. It was further held that it may be that the Conciliation Officer reported to the Government that an industrial dispute did exist but the evidence produced clearly show that no such dispute was ever raised by the respondent with the management. The proposition of law as laid down in the above decision was followed in a number of subsequent cases. In the case between Delhi Transport Corporation & Delhi Administration as reported in 1973-II-LLJ 307 it was held by the Delhi High Court that a demand by the workmen and its rejection by the employers was necessary to constitute an industrial dispute. In the absence of demand and refusal there was no industrial dispute and the reference was illegal. With reference to the matter in that case it was held that as no demand was made by Shri Sadhu Ram on the employer prior to conciliation and the reference the impugned order of reference is not based on relevant material at all. The reference was therefore incompetent. The same view was held in other cases and only to name a few are AIR 1968 (S.C.) 529, Jaipur Udyog Ltd. v. Cement Workers Karmachari Sangh, Chhotabai Jethalbai Patel & Co. v. Industrial Tribunal, Maharashtra, 1972-I-LLJ 657 which establish beyond doubt that the legality of a reference can be impugned by disproving its factual basis. The learned Advocate for the workmen referred to a ruling between M/s. Andrew Yule & Co. v. Fifth Industrial Tribunal, West Bengal and others as reported in F.I.R 1974, Vol. 29 P 280, Calcutta High Court. One of the points decided in this case is that if no dispute at all has been raised by the workmen with the management any request sent by them to the Government would only be a demand by them and not industrial dispute between them and the employer. A mere demand to the Government without a dispute being raised with the employer cannot become an industrial dispute. The workmen must first raise a demand. On the management and in the absence any such prior demand there cannot be any industrial dispute which can be said to arise and exist. Even if a demand is made to a Conciliation Officer and the communication by him to the management cannot constitute an industrial dispute. The sum and substance of the above decisions is that there must be a demand raised by the workmen with the management and refusal of that demand by the management to constitute an industrial dispute. Such demand and refusal must be prior to any request sent by the workmen to the Government and even if a demand is made to a conciliation officer and the communication by him is sent to the management that cannot constitute an industrial dispute. In the light of the above decisions I am to see if any demand was raised by the workmen with the management and the management refused the same prior to the workmen going to the Government. To have a better appreciation of the matter it is necessary to recapitulate the fact a little. The workmen represented by FCI Workers Union went on strike from 30-10-70 on a five point demand which among others included the demand for departmentalisation of the workers working in different places handling the foodgrains of the Corporation, in godowns or railway sidings or jetties. The case of the workmen is that the persons alleged to be working under the storing agents also joined the strike. The strike continued for about 16 days. On 14-11-70 a settlement was executed between the corporation and the workmen represented by FCI Workers union. On the basis of the agreement the strike was called off. The case of the workmen in the present case is that in pursuance of the agreement they went to resume their duties under the different storing agents w.e.f. 15-11-1970. But they were not allowed to join duties by the storing agents. It may be mentioned in this connection that in the settlement between the corporation and the workmen represented by FCI Workers Union there was a clause that no disciplinary or legal action will be taken against the striking workers. It appears from a letter by the FCI Workers Union to the Assistant Labour Commissioner (C) dated 17-11-1970 that inspite of the agreement the storing agents were not allowing their workmen to resume their duties and as a matter of fact they have recruited new men in their places (Ext. W. 24). So the relevant dates we get are 14-11-1970 which was the date of agreement, 15-11-1970 which was the date when the workmen went to resume their duties and 17-11-1970 when the workmen complained to the Assistant Labour Commissioner (C). Only one date viz. 16-11-1970 intervenes between 15-11-1970 and 17-11-1970, and that was only the possible date when

the workmen could raise the industrial dispute with the management. Let us see if any industrial dispute was raised with the management on 16.11.1970 either verbally or in writing. The workmen examined in this case are not very much aware of and when the industrial dispute was raised with the management WW 18 Shri Ghanashyam Sena Ji Secretary of FCI Workers Union was examined and it is not in his evidence of which date the industrial dispute was raised and with which storing agents. There were 13 storing agents places of work of which are distributed over a wide area. Can it be said that in course of one day the Joint Secretary of the union or anybody on his behalf rushed from depot to depot to raise an industrial dispute with the 13 storing agents spread over a wide area? I don't say it is not possible but it borders on impossibility. At least the evidence on the point is not satisfactory that the union raised industrial dispute with the 13 storing agents and that too on 16.11.1970 i.e. before writing to the Government for redress on 17.11.1970. In this connection we may remember the law that if no dispute at all was raised with the management my request sent by them to the Government would not constitute an industrial dispute. Now we may look to the documentary evidence on this point. The workmen relied upon some letters which appear to have been marked Ext W 7 to W 22. These are said to be the demand notices constituting raising of industrial dispute. From the order No. 8 in this case it appears that these papers were admitted on record by my learned predecessor in office subject to proof and relevancy in future. In other words the said order of my learned predecessor in office amounts to marking these letters for identification only. In that case these demand notices cannot be taken into account. If they go to the workmen's case that they raised industrial dispute with the management also goes with it. Be that as it may let us look the other way round with regard to these demand notices. It does not appear that the demand notices have been admitted by the respective employers. Even if it were the case that the demand notices were marked with formal proof dispensed with it does not mean acceptance of the content of the demand notices or the issue of the same by the workmen and receipt of the same by the employers. It was sought to be raised by the learned Advocate for the workmen that if any letter is marked with formal proof dispensed with it amounts to acceptance of the contents of the letter and admission of the receipt of the letter. I am afraid I cannot accept this proposition because if a letter is marked with formal proof dispensed with the only relief which the party concerned gets is not to bring any witness to prove the letter. It serves no other purpose. However let us for argument's sake by pass this controversial question of admission of documents with formal proof dispensed with. The letters should atleast be issued by the workmen and received by the employers so that the employers can be fastened with the liability of having the letters been served upon them. I can take one by one the alleged demand notice Ext W 7 no proof of posting no proof of service Ext W 8 same Ext W 9 same Ext W 10 is a registered cover which came back undelivered Ext W 11 same Ext W 14—no proof of posting no proof of service Ext W 17 18 19 20 and 21 are all registered letters which were returned unopened. The law on the point is if any letter is correctly addressed to an addressee and refused by him it will amount to service of the same. It is not much in evidence that the letters were refused by the addressees. Ext W 22 is another demand notice in which case there is neither proof of posting nor proof of service. In the absence of proof of posting of these letters and service on the employers it cannot be said that the different storing agents received the demand notices. If they did not receive the demand notices the question of raising industrial dispute through these demand notices does not arise. I may again look into the point from another angle. Now Ext W 7 is 2.12.1970. Admittedly the demand was made to the Government i.e. on the Assistant Labour Commissioner (C) on 17.11.1970 and admittedly the conciliation was taken up on 19.11.1970. Even at the cost of repetition I can say that the raising of the industrial dispute must precede the raising of the demand with the Government or the holding of the conciliation proceeding. Ext W 7 being subsequent to 17.11.1970 and 19.11.1970 no valid industrial dispute was raised with the management by a letter dated 2.12.1970. Ext W 8 is 16.11.1970. There is no evidence that the letter was hand delivered on the addressee or the same date on which it was delivered through a post box. The only thing is that the letter could be sent by post. The letter was written from an address at Calcutta 23 to the

addressee at Latifpur P.O. Uluberia in the district of Howrah. We can only suppose that a letter from Calcutta 23 is not likely to reach a village in the district of Howrah in course of the same day. So this is also a case where it can be said with some amount of certainty that the demand was made with the management after the demand was made with the conciliation officer. So this letter Ext W 8 is no thing doing. Let come Ext W 9. The same reason is in Ext W 8. So this Ext W 9 is of no moment. I have seen the registered cover and most of them appear to be bearing dates which are subsequent to the demand made to the Government and the conciliation held. These registered covers which came back undelivered have also their own course of time in travelling from Calcutta to other places. Ext W 22 is dated 2.12.1970 and less the said the reason for the reasons I have already given. So the above is the documentary evidence relied upon by the workmen in support of their case that they validly raised an industrial dispute with the different storing agents in respect of refusal of their employment. I have already stated that these demand notices even if they are accepted to be copies thereof, are not duly proved to have been issued and served upon the employers concerned to constitute an industrial dispute. I may say in this connection that the learned Advocate for the workmen, Shri D. I. Sengupta faintly submitted that in pursuance of the agreement the workmen went to join their duties and the employers did not allow them to join their duties and this by itself constitutes an industrial dispute. In other words his contention comes to this that mere refusal of employment by the employer amounts to raising of an industrial dispute with the employer. I do not think that this is the spirit with regard to raising of industrial dispute as enunciated by the Supreme Court, Delhi High Court and Calcutta High Court as I have discussed above. When a particular employee goes to join his duties in the bona fide belief that he would be allowed to join and the employer for some reason or other does not allow him to join his duties, that does not constitute an industrial dispute. At best it can be said that this refusal of employment only provides material for raising an industrial dispute, i.e. if an employee is not allowed to join his duties following which a demand is raised and this demand is refused this demand and refusal taken together amounts to raising an industrial dispute with the employer. Shri Sengupta referred me a ruling in Calcutta High Court as reported in I.L.R. 1974 Vol 29 Andover Yule & Co Ltd v. Fifth Industrial Tribunal West Bengal. That was a case where the employer filed an application under S. 33(2)(b) of ID Act seeking approval of the Tribunal for their action in dismissing a workman. The workman filed written statement and the matter was contested both by the employer and the employee. This was followed by a Reference under S. 10 of the ID Act with regard to the dismissal of the same employee. The learned Judge of the Calcutta High Court found that the dispute on the difference was raised when the act of dismissal was contested by the workman and in a proceeding u/s 33(2)(b) of the Act when the workmen is contesting the proceeding and objecting to the sanction asked for by the employers the insistence of a formal demand by the workman upon the management on this very question of dismissal is to lay greater emphasis upon the form rather than the substance. We can quite understand the logic behind the above decision of the Calcutta High Court in that the same matter which was contested in an application under S. 33(2)(b) became subsequently a matter of reference u/s 10 of the Act. In view of the facts and circumstances of this case the workmen were not required to raise a fresh industrial dispute. This analogy was introduced by Shri Sengupta because of the fact that workmen after they were allegedly refused employment by the employers went to the Civil Court for injunction and for further reliefs against the employers. The employers having contested the Civil suits the learned Advocate for the workmen on the analogy of the said case submits that it was not necessary to raise a fresh industrial dispute. In my opinion the facts of this case differ from the facts of the above case. It has not been proved on which date month and year those civil suits were filed by the workmen and when the storing agents got notice of those suits. It has not been proved that the storing agents had notice of the demand of the workmen in the civil suits prior to conciliation. It was also submitted that even when a demand was raised with the Government or conciliation officer that amounts to raising of a demand with the employer. Whatever may be the decision on this point elsewhere I cannot afford to lose track of the authority on this point of law which act expression in the case between Sindhu

Resettlement Corporation v. Industrial Tribunal about which I have discussed. I have already cited decisions of the different High Courts and the preponderance of law is that the demand must be raised with the employer first before raising the dispute with the conciliation officer. In any way of the matter it is only the evidence on which we are to rely in respect of the points involved in this case. Learned Advocate for the workmen refers to a decision as reported in 1958-II-LLJ 498 on the point that the Tribunal should not be too technical. I quite appreciate that in industrial adjudication too much technicality should not be observed. Here the point of time when the industrial dispute is raised, though technical in a sense, is a vital matter touching upon jurisdictional point and in my opinion in such a vital matter, technicality cannot be given a go-by. I think I have discussed the evidence available on record with the corresponding law on the point and I can only conclude that the raising of industrial dispute according to law with their alleged employers have not been proved. That being the case the Reference becomes not maintainable. I may again say in this connection that this applies both on the contesting storing agents and non-contesting storing agents, as this point has not been proved even *ex parte* against the storing agents who did not contest.

The next point of law urged by Shri C.L. Ganguly the learned Advocate representing Storing agents serial nos. 2, 4, 7, 8, 9 & 12 is that the Reference is bad in law since the Food Corporation of India has not been made a party in the Reference. The matter stands like this. The case of the workmen as represented by the FCI Workers Union is that the workmen of the Corporation including those who were working under the different storing agents went on strike w.e.f. 30-10-70 on a 5 point charter of demands which, among others, included the departmentalisation of the workmen who were working under the storing agents. It appears that the strike continued for 16 days and on 14-11-1970 there was a tripartite settlement between the Corporation and their workmen represented by FCI Workers Union (Ext. W. 23), as a result of which the strike was withdrawn from 14-11-70. The case of the workmen is that on 15-11-70 the persons who were working under different storing agents went to join their duties but they were not allowed to do so by storing agents. It is submitted by Shri C.L. Ganguly that in this agreement between Food Corporation of India and the FCI workers Union, their storing agents were not parties and since the Corporation was the only party and since the whole dispute emanates from the non-implementation of the agreement according to the union, Food Corporation of India was a necessary party in this Reference. Now there is nothing to show before me that the storing agents authorised the Corporation to represent them in the agreements. Since the agreement was the basis on which the alleged workmen of the storing agents went to join their duties, the Corporation, if made a party in this Reference could have got the opportunity to show on what basis they represented the storing agents also in this tripartite agreement. In the absence of the Corporation as a party to the reference the disputed question about the authority of the Corporation to represent the storing agents remains unresolved. In that view of the matter the Corporation can at best be said to be a proper party in this reference, if not a necessary party. The reference cannot however fail on this score. The dispute involved in this reference is mainly the dispute between the storing agents and the persons who claim to be workmen under them and the precise question to be answered in this reference is if the action of the storing agents in refusing employment to the alleged workmen is justified or not. It is not stated in the Order of Reference whether in view of the agreement between the Food Corporation of India and FCI workers Union, the storing agents were justified in refusing employment to their alleged workmen. The Order of Reference being as it is, I do not think that the addition of Food Corporation of India as a party to the Reference is a 'must'. In that view of the matter I am not inclined to hold that the Food Corporation of India is a necessary party in this reference or that the Reference is not maintainable in the absence of Food Corporation of India as a party to the Reference.

I may mention that a few days after the evidence was closed the Jr. Secretary of FCI Workers Union sent to this Tribunal by post a list of the workmen under reference correcting the names. It appears that there are about 793 persons alleged to be workmen in this Reference. It was admitted that in the Order of Reference there are mistakes

in the names of a sizeable number of workmen. From the list sent the same thing appears. The Tribunal cannot correct the names of the workmen itself. The Order of Reference can be corrected only by the Labour Ministry who made the reference by a corrigendum. This has not been done in this case at the instance of any party. So even if for argument's sake, the case of the workmen was accepted in this reference, the relief would have been issued in favour of the names of persons which are wrong in many cases and the relief granted would not have brought relief to the real-named persons. Be that as it may the Tribunal is not empowered to correct the names as given by the Ministry in the Order of Reference.

In the result, in the absence of employer-employee relation between the storing agents and the alleged workmen as mentioned in the order of Reference against the names of the 13 Storing agents and in the absence of valid industrial dispute having been raised by the workmen with the management according to law, the reference is bad in law and is not maintainable. The issue is, therefore, answered against the workmen as mentioned in the order of Reference, who are entitled to no relief.

This is my Award.

K. K. SARKAR, Presiding Officer.  
[No. L-42012/18/71-LRII/D II(B)]

New Delhi, the 10th August, 1976

**S.O. 3097.**—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, No. 1, Dhanbad, in the industrial dispute between the employers in relation to the management of Indian Iron and Steel Company Limited and their workmen, which was received by the Central Government on the 31st July, 1976.

**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT NO. 1, DIHANBAD**

In the matter of a reference under Section 36A of the Industrial Disputes Act, 1947.

**Reference No. 4 of 1974**

(Ministry's Order No. L-2012/70/71-LRII, dated 27th April, 1974)

**PARTIES:**

Employers in relation to the Management of the Indian Iron and Steel Company Limited.

**AND**

Their workmen

**APPEARANCES :**

For the Employers : Shri T. P. Choudhury, Advocate

For the Workmen : None

STATE : Bihar

INDUSTRY : Coal

Dhanbad, the 24th July, 1976

**AWARD**

The Indian Iron and Steel Company Limited (hereinafter called the IISCO) had an independent contractor (Cementation Company Limited) under it at its Chasnala Colliery. This contractor had 109 workmen (including Shri V. Upadhyaya) working under it. On the expiry of the term of contract of the contractor, the IISCO employed all the 109 workmen (including Shri Upadhyaya) against purely temporary jobs. In April, 1971 the Mine Mazdoor Union went on a strike demanding absorption of these 109 workmen against regular service jobs on the same salary which they had been drawing under the contractor. The strike was called off on July 2, 1971 on the basis of an agreement of arbitration, whereunder the parties agreed to refer three issues (a), (b), and (c) to the agreed arbitrator (Shri O. Venkatachalam, the then Chief Labour Commissioner) under Section 10A of

the Industrial Disputes Act. Since, for our present purpose issues (a) and (b) alone are relevant and not issue (c), I am re-producing issues (a) and (b) only hereunder:

- (a) Whether in case of future vacancies in the Chasnala Project of IISCO Limited, the workmen named in the Annexure 'A' attached herewith will, in view of their length of service in company's project, have preference over others?
- (b) Whether the said workers will be legally entitled to any benefits for the period they remained un-employed? If so, what would be the benefits?

2. The arbitrator held the first hearing on October 8, 1971; on which date, the IISCO was required to submit "a statement of service particulars of the 108 workmen involved in the issues (a) and (b) together with the rates of the wages paid to them during the different periods of employment viz., shaft furnishing and work of General Mazdoor (Category II). On the next date of hearing (November 22, 1971), with regard to issue (a) the IISCO stated that out of 108 workmen it had already absorbed 106 against regular vacancies in the colliery and with respect to the remaining two still un-employed (which two are not relevant in the present reference), it would absorb them also. There remained Shri V. Upadhyaya who was one of the 109 workmen mentioned in Annexure 'A' attached with the arbitration agreement. With regard to him, the statement made by the IISCO was that it had offered him the post of a Mining Sirdar at the efficiency bar stage of Rs. 247 per month in the time scale of Rs. 205-337 as against his quondam post of a Supervisor with a salary of Rs. 600 under the contractor, and also under it, subject to the condition, however, that he vacated his 'F' Type quarter No. 33A (which Type of quarter is admissible to an Overman) and shifted to an inferior quarter admissible to a Mining Sirdar, holding a rank inferior to that of a Supervisor. With regard to issue (b), the parties made a joint statement that the period of un-employment for this purpose would count from the date a worker was retrenched from the work of Shaft Furnishing by M/s. IISCO Limited till the date he is re-employed in a regular vacancy in the Chasnala Colliery. The IISCO further agreed to furnish a statement showing the exact period of such un-employment in respect of all the workers concerned.

3. The final hearing took place on December 23, 1971, and on this date, the parties were in agreement that the remaining two workmen had also been absorbed in regular service. With regard to Shri V. Upadhyaya, the IISCO stood to its earlier offer of the post of a Mining Sirdar to him on a pay of Rs. 247 per month in the scale of Rs. 205-337 subject to the conditions afore-mentioned about the vacating of 'F' 33A and shifting to an inferior quarter. In addition to this earlier offer, the IISCO was further willing to promote him as an Overman as soon as he passes the prescribed test and qualifies himself for that post. Shri V. Upadhyaya expressed his willingness to accept the post of a Mining Sirdar at the said salary and in the said time scale of pay but was not prepared to vacate the 'F' Type quarter, and as a result of that refusal to vacate that quarter, he declined to accept the post also.

4. The learned arbitrator gave his findings on issue (a) as follows :

"I consider it rather a severe hardship for Shri V. Upadhyaya to be asked to vacate his quarter which he has been occupying for years without offering an alternative accommodation, particularly as he would suffer a substantial cut in his pay by taking up the alternative job now offered to him. While, therefore, confirming the offer of an alternative job on a basic salary of Rs. 247 per month together with the promise of his promotion as Overman as soon as he qualifies for the same, I direct that Shri Upadhyaya should be allowed to continue to occupy his present quarter, until alternative accommodation appropriate to his grade as Mining Sirdar is offered to him. With this direction, the issue at item (a) of the terms of reference stands disposed of fully."

5. With regard to issue (b), the IISCO furnished a statement showing the dates of employment of individual workmen and the dates of their re-employment in the IISCO together with the periods of their un-employment. The learned arbitrator gave his finding on this issue in the following terms :

"It is seen from the statement that the periods of unemployment of individual workmen ranged from nil to a maximum of 5 months and 12 days. In the circumstances of this case it is reasonable to hold that the periods of unemployment of these workmen should be treated as periods of 'lay-off' within the meaning of Industrial Disputes Act. I accordingly direct that the workmen in question shall be paid lay-off compensation in accordance with the provisions of Section 25C read with Section 25B of the Industrial Disputes Act. For purposes of calculation of the quantum of compensation payable to these workmen, the rate of wages on which each workman was re-employed in the company (vide column 4 of the Statement furnished by the Management on 23-12-71) shall be the basis for the calculation of lay-off compensation. Shri V. Upadhyaya will be entitled to similar compensation till the date of his re-employment as Mining Sirdar in terms of my direction."

6. Paragraph 8 of the award reads thus :

"The terms of this award shall be implemented from the date of its publication in the Gazette of India. Any dispute or difference over their interpretation for application shall be referred to the Regional Labour Commissioner, Dhanbad, whose decision thereon shall be final and binding on the parties."

7. The award was given on December 31, 1971 and published in the Gazette of India on January 6, 1972.

8. Disputes arose between the IISCO and Shri V. Upadhyaya and the Mines Mazdoor Union in the matter of implementation of the award. A state of correspondence passed to and for between them, as also between them and the Regional Labour Commissioner as to the exact scope and intent of the award. I shall endeavour to give a short account of the battle royal that raged, but still since the correspondence is voluminous and bulky, it cannot be curtailed and compressed in a capsule form.

9. It has been seen that the arbitration agreement came into existence on July 2, 1971 and the arbitrator actually commenced the proceedings on October 8, 1971. After the first hearing on October 8 but before the second hearing on November 22, 1971, the IISCO sent a letter of appointment (Ext. M2) dated October 22, 1971 to Shri Upadhyaya offering him the post of a Mining Sirdar at the starting salary of Rs. 247 per month at the stage of the efficiency bar in the time scale of Rs. 205-7-247-10-337 plus other admissible benefits with the following conditions, namely: (a) he will be on probation for three months and will be confirmed on the said pay in the said grade on satisfactory completion of the probationary period, (b) termination of service during the probationary period will be subject to 24 hours notice on either side, (c) such notice on confirmation will be one month, (d) he will be liable to transfer to any other establishment/colliery within the Organisation at the discretion of the Management, (e) his services will be governed by the certified Standing Orders of the colliery, (f) the Mines Act and the provisions of Coal Wage Board Recommendations, as accepted by Government will govern his leave and sick-leave, (g) his appointment was subject to his being found medically fit by the Colliery Medical Officer, (h) he will not be provided with any accommodation, (i) he will have to vacate the quarter then in his occupation immediately and hand over vacant possession to the Town Superintendent, and (j) the appointment was subject to acceptance of all the terms and conditions by him. After the award had been published on January 6, 1972, the IISCO, on February 5, 1972 sent another letter of appointment (Ext. M4) with the covering letter (Ext. M3) to Shri Upadhyaya offering the post of a Mining Sirdar to him on the same terms and conditions and allotting quarters No. GK/3, in place of Quaifer No. F/33A, then in his occupation and requiring him to vacate F/33A and take simultaneous possession over GK/3. Ext. M4 inadvertently mentioned that the appointment was being offered "with reference to your interview". This phrase became the subject of a vitriolic comment by Shri Upadhyaya who sent a reply (Ext. M5) on February 9, 1972. The gist of the reply is that the letter of appointment mentions (i) an interview which he had never attended, (ii) his re-appointment is not the result of any interview or selection but flows from the award, (iii) there could be no question of a probationary period or medical

examination in his case (iv) his present qualifications make him eligible for the post of an Overman, (v) there can be no justification for his vacating F/33A and shifting to an inferior quarter, (vi) he should be allowed to continue to occupy F/33A, (vii) unless the appointment letter was re-drafted and he was allowed to continue to occupy F/33A, he would not sign the duplicate appointment letter in token of acceptance of the post; and if this request of his was un-acceptable, the matter be referred to the Regional Labour Commissioner for settlement of the dispute and difference, in terms of paragraph 8 of the award. The IISCO then sent another appointment letter (Ext. M-7) with a covering letter (Ext. M-6) to Sri V. Upadhyaya on February 17, 1972. Ext. M-6 mentions that the objection with regard to the use of the words "with reference to your interview etc. etc.", had been deleted and the letter re-drafted but it should be noted that (i) the award does not stipulate that the terms of employment should not contain the usual conditions of service as applicable to others with regard to period of probation and medical examination, (ii) in order to entitle him to the post of a Drivage Foreman or Foreman, he should submit proof of his having acquired such qualification, and (iii) he should vacate F/33A and shift to G/6/3. The letter of appointment Ext. M-7 is again substantially the same as Ext. M-4 and M-2. Ext. M-8 is the reply of Sri V. Upadhyaya mentioning that he was unable to accept the post on the terms and conditions offered and the question of interpretation of the award be referred to the Regional Labour Commissioner. On March 18, 1972, the Secretary of the Mine Mazdoor Union (here-in-after referred to as 'the union secretary') wrote a letter to the Regional Labour Commissioner (herein-after referred to as the R.L.C.), requesting him to interpret the award in respect of 4 matters, including matters pertaining to the present reference under section 36A. That letter is at page 13 of the R.I.C.'s file No. B-2/75(22)/72 (hereinafter referred to as the R.I.C.'s file). It appears that a similar letter was sent by the Union Secretary to IISCO also but its letter (Ext. M-9) dated March 21, 1972, it replied that it will not approach the R.L.C. for the interpretation of the award. It further appears that the IISCO sent a letter to the R.L.C. on March 28, 1972 saying that the award has been implemented already and no question of interpretation arises. The R.I.C. sent the letter (Ext. M-10) to the IISCO on April 14, 1972 mentioning that, in his opinion, the award had not been implemented because suitable alternative accommodation had not been allotted to Shri V. Upadhyaya and further because he is being required to be placed on probation and subjected to medical examination, which are against the spirit of the award. Ext. M-11 dated April 24, 1972 is the reply of IISCO to the R.I.C. that the conditions of probation and medical examination are must in the case of all workmen, and they shall mutatis mutandis apply to Shri V. Upadhyaya also and another quarter, suitable to the status of a Mining Sirdar, had also been offered to him. The Union Secretary sent a letter dated April 28, 1972 to the R.I.C. (page 50 of the R.I.C.'s file) claiming that, in terms of the award, Shri V. Upadhyaya should be appointed as an Overman and should not be asked to vacate his 'T' Type quarter, particularly so when such a type of quarter has been allotted to some workmen getting lesser pay than Shri V. Upadhyaya. The letter further mentions that the IISCO was paying lay off compensation only for 45 days and not for the entire period ranging from 1 to 5 months and 12 days etc. etc. The Union Secretary wrote yet another letter sometimes in the first week of July to the R.I.C. (page 54 of the R.I.C.'s file) mentioning that Shri V. Upadhyaya had qualified himself for the post of an Overman. Ext. M-12 is a letter dated July 27, 1972 from the Assistant Labour Commissioner (here-in-after referred to as the A.L.C.) to the IISCO asking it to delete the conditions regarding probation and medical examination and to appoint Shri V. Upadhyaya as an Overman if he had acquired the necessary qualifications for the post of and he should further be allowed to continue to occupy F/33A till an alternative accommodation suitable to his grade was made available to him. The IISCO was further told by this letter that compliance must be made within 10 days, or also it must show cause as to why appropriate legal action should not be initiated against it for non-implementation of the award. On the receipt of this letter, the IISCO instituted a writ petition in the High Court of Patna on September 20, 1972 for the issue of a writ of certiorari quashing Ext. M-12 and that portion of the award which related to its interpretation by the R.L.C. and for the issue of a writ of mandamus directing the R.L.C. to for-

bear from interpreting the award. The High Court allowed the writ petition on August 2, 1973. In the judgment, however, the following observation was made :—

"The award on the question of employment of Shri V. Upadhyaya and other benefits to be given to him cannot be said to be unambiguous. While according to paragraphs 3 and 4 of the award, Shri Upadhyaya was to be re-employed, according to paragraph 5, the period of his un-employment was to be treated as a period of lay-off within the meaning of the Act and he was entitled to compensation in accordance with the provisions of Section 25(b) and (c) of the Act. Paragraph 4 of the award further confirms the offer of alternative job to him on a basic salary of Rs. 247 together with the promise of his promotion as Overman as soon as he qualifies for the same with a further direction that he should be allowed to continue to occupy his present quarters until an alternative accommodation appropriate to his grade as Mining Sirdar was offered to him. According to Mr. Sanyal, this amounts to confirming the offer of employment made to Shri V. Upadhyaya in Annexure-II subject to only two changes, namely, that he would be promoted as Overman as soon as he would qualify for the same and he would be allowed to continue to occupy his quarters until an alternative accommodation appropriate to his grade as Mining Sirdar would be offered. It cannot be denied that there is some ambiguity in the observations of respondent No. 2 in paragraphs 3, 4 and 5 of the award. According to Mr. Chatterjee himself, the effect of treating the period of Shri Upadhyaya's unemployment as a period of lay-off was to make his service continuous. But confirmation of the offer for appointment as embodied in Annexure 2 and use of expression "employment" may indicate that it would be a case of fresh appointment. The position is not clarified by the award. It cannot, therefore, be said to be a question of more implementation of the award. It is a question of interpretation of the award, for, every sentence and word in the award has to be given some meaning consistent with other observations therein. .... We have deliberately refrained from making any observation on the interpretation of the observations of respondent No. 2 in paragraphs 3, 4 and 5 of the award for two reasons, firstly, that is a matter for the Labour Court, Tribunal or National Tribunal to which the matter is referred by the appropriate Government under Section 36A of the Act and secondly that any observation made by us on the interpretation of the award may prejudice either of the parties."

10. After the decision of the writ petition, Shri Upadhyaya wrote to the IISCO on August 24, 1973 expressing his willingness to join the post of a Mining Sirdar and further intimating the fact that he was now eligible for appointment as an Overman by virtue of a notification under section 82(1) of the Mines Act issued by the Government of India and published in an Extra-Ordinary Issue dated November 21, 1972 in Part II, Sec. III, Sub-section (ii) bearing S.O. No. 721. He also claimed lay off compensation for the period of un-employment till the date of re-employment. He further made a request for the issue of another appointment letter appointing him as an Overman (page 164 of the R.I.C.'s file). It was followed by another letter dated September 12, 1973 (page 166 of the R.L.C.'s file) wherein he asserted that he had shown the necessary papers concerning his eligibility for appointment as an Overman to the IISCO on September 1, 1973 and he was not prepared to join as a Mining Sirdar and the IISCO should appoint him as an Overman with retrospective effect from the date of his qualification. He sent a letter of protest also to the R.I.C. on September 13, 1973 (page 162 of the R.I.C.'s file). The Union Secretary sent a similar letter to the IISCO on September 20, 1973 (page 159 of the R.I.C.'s file). Ext. M-13 is a letter dated September 23, 1973 whereby the IISCO asked Shri V. Upadhyaya to take over the Mining Sirdar and to occupy quarter No. 8, Block H.A. and vacate F/33A and after he had complied with these requirements, it would be open to him to make an application for appointment as an Overman, together with the documents in proof of his qualifications, so that the matter may be considered on merits. Shri Upadhyaya replied to Ext. M-13 by his letter Ext. M-14 dated September 26, 1973 refusing

ing to join as a Mining Sirdar and requesting for a posting order for the post of an Overman. The Union Secretary also took up the matter with the IISCO on October 3, 1973 demanding that the question of vacation of F/33A should not be mixed up with IISCO's duty to promote Shri Upadhyaya as Overman when he possessed the necessary qualifications (page 171 of the R.L.C.'s file). Finally by Ext. M-16 dated April 19, 1974 the IISCO appointed Sri Upadhyaya as an Overman at the starting basic salary of Rs. 275/- per month with effect from April 1, 1974 in the time scale of Rs. 243-10-305-15-440 and permitted him to continue to occupy quarter F/33A.

In the meantime, however, the R.L.C. made a recommendation to the Central Government to refer the question of interpretation of the award under Section 36A to a Tribunal. The Central Government has accordingly referred the following matter to this Tribunal:—

**"In what manner the directions, concerning the workman Shri Upadhyaya contained in paragraphs 4 and 5 of the Arbitration Award dated the 31st December, 1971, given by Shri O. Venkatachalam, the then Chief Labour Commissioner (Central), New Delhi, under Section 10A of the Industrial Disputes Act, 1947 (14 of 1947), and published in the Gazette of India, Part II, Section 3, sub-section (ii) under No. S.O. 316, dated the 6th January, 1972 should be implemented?"**

11. In response to notices issued the IISCO and the Union Secretary filed their respective written statements. Stripped of all superfluities, the question of interpretation and implementation of the award touches the following matters, namely (1) Does the award contemplate continuity in the service of Shri Upadhyaya or does it provide merely for re-employment after a break or cessation of service? (2) Does the award direct the IISCO to offer him appointment as a Mining Sirdar without any condition or does it permit it to impose service conditions in the nature of probation, medical examination, discharge during the period of probation etc., (3) Did the award direct the promotion of Shri Upadhyaya as an Overman with effect from January 6, 1972, that is to say, from the date of publication of the award or was the promotion dependent upon his passing the necessary test and possessing the requisite qualifications for eligibility to such promotion, (4) Does the award require payment of lay off compensation for 45 days only or for the entire period of un-employment and till the date of re-employment of Sri Upadhyaya, (5) Does the award make it obligatory on the part of the IISCO to pay the difference between the salary of an Overman and that of a Mining Sirdar for such period till which Sri Upadhyaya was not given the appointment of the post of an Overman? (6) Did the award require Shri Upadhyaya to vacate F/33A as soon as suitable appropriate quarter for the rank of a Mining Sirdar was offered to him or had he the right to continue to occupy F/33A inspite of the fact that suitable appropriate quarter was allotted to him.

12. Before I enter into the question of interpretation of the provisions of the award, in order to remove the difficulties expressed by the Central Government in the Schedule to the reference, I would like to dispose of two preliminary objections raised by the IISCO. The first objection is that the reference is incompetent and without jurisdiction for the reasons: (a) that there is no difficulty or doubt about the interpretation of the award and (b) there was no material before the Central Government to entitle it to invoke the aid of Section 36A. The second objection is that on account of the death of Shri Upadhyaya in connection with the Chasnala tragedy, while he was working below ground in the mine, and which fact has been amply proved before me by Shri P. K. Bhandari, Personnel Officer, who was present when Sri Upadhyaya's body was taken out of the mine and who knew him in his life and identified the deadbody as his, the reference has abated and no interpretation, therefore, need be made. The first objection, if I may say so with all respect for the learned counsel, is wholly misconceived. The facts, narrated as they have already been in chronological order, clearly indicate that the IISCO, Sri Upadhyaya, and for that matter, the union, of which he was a member, and the R.L.C. were all at logger-heads as to what was the scope and meaning of the award. One will assert one interpretation and the other would vociferously challenge that

interpretation. Indeed, the R.L.C. and the A.L.C. both formed their own opinion as to its interpretation and asked the IISCO to accept that interpretation because under paragraph 8 of the award, the right to interpret it had been given to the R.L.C.; and the A.L.C. even threatened IISCO's prosecution if that interpretation was not complied with during a period of 10 days, and the IISCO had to file a writ petition in the Patna High Court for quashing the letter threatening the taking of appropriate legal action and for bearing them from interpreting the award as the jurisdiction to interpret it vested not in them but in a Labour Court, Industrial Tribunal or National Tribunal, and that too when a reference to either of them was made by the appropriate Government under Section 36A. The observations made by the Hon'ble High Court have been reproduced above and their Lordships have clearly pointed out that there were certain ambiguities in the award which required clarification. It was this material which was present before the Central Government when it made the reference under Section 36A. It is, therefore, futile to contend that there is no difficulty or doubt about the interpretation of the award or there was no material before the Central Government to invoke the aid of Section 36A or that the reference is misconceived or incompetent or without jurisdiction. This contention is, therefore, overruled.

13. There can be no doubt that Sri Upadhyaya perished in the unfortunate tragedy that took place at Chasnala Colliery. The question, however, in as to whether the fact of his death will extinguish the claim of his heirs or assignees from applying for and recovering the amounts, if any found due, in connection with the implementation of the award. If the claim of such heirs and assignees falls under Section 33C(1) they can, without prejudice to any other mode of recovery, make an application to the appropriate Government for the recovery of the money due to the deceased workman, and if the appropriate Government is satisfied that any money was due to him, it can issue a certificate for that amount to the Collector who shall proceed to recover the same in the same manner as an arrear of land revenue. However, if the claim falls under Section 33C(2), and not under Section 33C(1), though the said heirs and assignees cannot approach the Labour Court to seek their remedy, the common law jurisdiction of the competent Civil Court is not ousted to decide such a claim. It was held by the Delhi High Court in *Yad Ram Vs. Bir Singh*, 1974 Lab. I.C. 970 that the right to sue for money or equivalent of money of the benefits due to a deceased workmen survives to his heirs, successors and legal representatives and they can take appropriate proceeding by way of a suit in a Civil Court. That being so, if during the course of the implementation of the award it is found that some money or some equivalent of money was due to the deceased Sri Upadhyaya, the heirs and assignees can approach the Central Government for redress or they can enforce their claim by a Civil Suit, as the case may be. The death of Sri Upadhyaya can not have the effect of extinguishing or abating his claims. It was argued that the right to promotion from the post of a Mining Sirdar to the post of an Overman was, in any case, a personal right which does not and cannot survive and, therefore, to that extent, at any rate, it should be held that the reference has abated. That is certainly one aspect of the matter. There is, however, another aspect which cannot be ruled out of consideration or lost sight of. If, in terms of the award, Sri Upadhyaya, had the right of promotion to the post of an Overman from a date earlier than April 1, 1974, on which date he was so promoted (Vide Ext. M-16), it may well be that his heirs and assignees may put forward a claim for payment of difference of the pay between the pay of a Mining Sirdar and an Overman. In any case, these are matters which will crop up during the course of implementation, and it is not for this Tribunal to have any say in the matter. I have made the above observations only because I had no option when it was vehemently argued that I should not interpret the award since it has no effect left after the sad demise of Sri Upadhyaya. I am, therefore, of the view that the reference has not abated.

14. It was held in *Kirloskar Oil Engines Limited Vs. Their Workman*, 1961 (II) L.I.J. 675 that the Tribunal has to bear in mind the limitations of an enquiry permitted under the proceedings contemplated by Section 36A. The scope of the enquiry under that Section is limited to the decision of the difficulties of doubts arising as to the interpretation of any provision in the award. If the words used in any provision of an award are ambiguous or obscure and it is not

reasonably possible to interpret them the difficulty arising from the use of such ambiguous or obscure words may be resolved by a reference under that Section. Their Lordships of the Supreme Court further observed that any question about the propriety, correctness or validity of any provisions of the award would be outside the purview of the enquiry contemplated by the Section. If a party to the award is aggrieved by any of its provisions on the merits the only remedy available to it is by making an appeal, say for instance under Article 136 of the Constitution to the Supreme Court. The grievances felt by parties against any provisions of the award can be ventilated only in that way and not by adopting the procedure prescribed by Section 36A. Thus the enquiry permissible under Section 36A is limited to the question of the interpretation of the provisions of the award in question and no more. A proceeding contemplated by section 36A is not a proceeding intended to enable the Tribunal to review or modify the award; it is intended to enable the Tribunal only to clarify the provisions of the award where a difficulty or doubt arises about the interpretation of the provisions. It is obvious, therefore, that the only question with which this Tribunal is concerned is to gather the meaning of the award on the basis of its interpretation but not to pronounce any verdict in respect of the propriety, correctness or legal validity of the award even though it may be improper, wrong and invalid.

15. Keeping in mind the above salient features of an approach in a proceeding under Section 36A, I proceed to interpret the award in respect of the points agitated before me. However, in interpreting it, I had not had the advantage of enlightenment from the side of Sri Upadhyaya, as dead men tell no tales; and the union, of which he was a member, inspite of notice to it, as also to its learned counsel, ceased to take interest in his cause; and the argument addressed on behalf of the IISCO only presents one side of the picture. In the circumstances, my task has been rendered somewhat onerous: but nonetheless the interpretation will be made, keeping in view the canons of construction of a document.

16. The First General Rule formulated by Odger in his "Construction of Deeds and Statutes", 5th Edition, is:—

"The meaning of the document or of a particular part of it is, therefore, to be sought for in the document itself". That is, undoubtedly, the primary rule of construction. Of course, the "document" means "the document" read as a whole and not piecemeal. The rule stated above follows logically from the Lateral Rule of Construction which, unless its applicability produces absurd results, must be resorted to first. This is clear from the following passages cited in Odgers' short book under the First Rule of Interpretation set out above:

"Lord Wensleydale, in *Monypenny vs. Monypenny* (1861 9 H.L.C. 114 said 'the question is not what the parties to a deed may have intended to do by entering into that deed, but what is the meaning of the words used in that deed: a most important distinction in all cases of construction and the disregard of which often leads to erroneous conclusions.'

Brett, LJ in *Re Meredith ex P. Chick* (1879) 11 Ch. D. 731 observed:

"I am disposed to follow the rule of construction which is laid down by Lord Denman and Baron Parke.... The said that in construing instruments you must have regard not to the presumed intention of the parties, but to the meaning of the words which they have used."

17. Another rule which seems to be applicable, was stated by their Lordships of the Supreme Court in *Radha Sundar Dutta vs. Mohd. Jahadur Rahim*, AIR 1959 SC 24: "Now, it is a settled rule of interpretation that if there be admissible two constructions of a document, one of which will give effect to all the clauses therein while the other will render one or more of them nugatory, it is the former that should be adopted on the principle expressed in the maxim 'ut res magis valeat quam pereat'." One may in this connection also follow the dicta of their Lordships of the Supreme Court in *Ram Gopal vs. Nand Lal*, AIR 1951 SC 139;

M. N. Aryamurthi vs. M. L. Subbaryla Setty, AIR 1972 SC 1279 and *Delhi Development Authority vs. Durga Chand*, AIR 1973 SC 2609. One matter of importance that should not be lost sight of and can with advantage be also stated here, is that in construing a document, and particularly a legal document, or a document couched in legal language, technical legal words used by the parties, or as here, by the arbitrator, must have the same technical legal meaning which has been assigned to them by statute, and not any popular meaning, in which such words are generally understood. The award was pronounced by the Chief Labour Commissioner and he has used some technical legal words and also quoted particular sections of the Act governing the relationship between the parties and one, therefore, cannot but take notice of the sense in which such technical legal words have been used by the statute.

18. The reference, in unambiguous language, limits the construction to paragraphs 4 and 5 of the award and consequently, it is these two paragraphs only which require interpretation: but in order to do so, the document has to be read as a whole and not piecemeal. That is, indeed, necessary to ascertain the real intention of the arbitrator, though on the basis of the words used by him.

19. A perusal of the entire award will show that Sri Upadhyaya was a supervisor in shaft furnishing branch of the mine on a salary of over Rs. 600 per month under M/s. Cementation Co. Ltd. and when the term of the contract of M/s. Cementation Co. Ltd. expired at a time when the shaft furnishing work was still in progress, the IISCO continued his employment on the same post and on the same salary, and for the same nature of work. Later, he was retrenched from that post presumably because the shaft furnishing work was over, or may be for some other reason though that is not apparent on the record. Be that as it may, the IISCO offered him the post of a Mining Sirdar (Ext. M 2) on October 22, 1971 with a starting salary of Rs. 247 per month with the stipulation that he shall vacate quarter F/33A of which he had been in occupation as a supervisor, both under Cementation Company Limited and it (IISCO) on the ground that a Mining Sirdar was not entitled to a 'F' type quarter but to a quarter of an inferior type. During the course of the arbitration proceedings, however, the IISCO adopted a more conciliatory attitude and gave a promise to promote him as an overman as soon as he passed the prescribed test and qualified himself for that post: but stuck to the condition regarding the vacation of the quarter Sri Upadhyaya also reciprocated and expressed his willingness to accept the lower post of a Mining Sirdar at the reduced salary and in a lower grade of pay but nevertheless he declined the post, inspite of brighter prospects in future on the basis of the promise of elevation to the superior post, as he categorically refused to vacate the quarter. The observation of the learned arbitrator with regard to this controversy was that it would rather be a severe hardship for Sri Upadhyaya to be asked to vacate the quarter without offering him alternative accommodation, particularly so as he would suffer a substantial cut in his salary by joining the inferior post of a Mining Sirdar. The learned arbitrator's verdict, therefore, was:

- Sri Upadhyaya would join the lower post of a Mining Sirdar,
- his starting salary would be fixed at Rs. 247 per month in the scale of Rs. 205—337,
- he will be appointed as an overman as soon as he qualified himself for that post, and
- he will not vacate F/33A until an alternative accommodation appropriate to his grade as a Mining Sirdar was offered to him.

20. The meaning of (a), (b), (c) and (d) above, when considered conjointly, is that they impose a duty upon Sri Upadhyaya to join the post of a Mining Sirdar on the salary and in the scale afore-mentioned and quietly bide his time for the superior post till he acquired the necessary qualifications and to vacate F/33A when a quarter suitable to the rank of a Mining Sirdar was offered to him: and they also cast a duty upon the IISCO to employ him as a Mining Sirdar on the said salary and in the said scale and to promote him as an overman when he came to possess the requisite qualifications for that post and either to offer him an alternative accommodation suitable to the rank of a Mining Sirdar or keep quiet with regard to the matter of vacation of

F/33A. Another thing clearly borne out is that the matter of vacation of F/33A was not inter-linked with or dependent, one upon the other, and indeed, they could not be so because the appointment as a Mining Sirdar was to be immediate while vacation depended upon a particular contingency happening. Again, the use of the expression "as soon as he qualifies for the same" does not mean and does not convey the sense of "immediate", or "forthwith", or retrospectively from the date of qualification. The expression "as soon as" cannot connote such a sense or such a meaning : the meaning conveyed is in the sense of "within a reasonable time" from the date of qualification. Sri Upadhyaya might qualify but the IISCO may not know that he had qualified. It was for Sri Upadhyaya to inform the IISCO that he had come to possess the necessary qualifications. In that case also, mere assertion of the fact would not be sufficient. The IISCO would have a right to satisfy itself that the assertion was in reality a fact. It could demand production of the concerned papers in proof of qualification for the post. Once this was done, the promotion as an overman was to follow within a reasonable time i.e., the time requisite to process the matter administratively, not in a leisurely fashion, nor in a negligent manner, but with due regard to the time normally taken in finalising an order of promotion. If the post was offered within such a reasonable period, there will be due compliance with the award; on the other hand, if it was delayed beyond the reasonable period, the action of the IISCO would not be justifiable. That will be a question of fact which will require determination in the course of the implementation of the award. His right to get the salary as an overman for a particular period will depend upon the answer to that question. The promotion would not depend upon the vacation of F/33A. Non-vacation would not entail a disqualification for promotion, whatever other consequence it may have. Indeed, the continued refusal by Sri Upadhyaya to vacate F/33A inspite of the offer of alternative suitable accommodation appropriate to his rank (namely, No. GK/3 on February 5, 1972 and No. 8, Block H.A. on September 23, 1973) has lost all significance as on his appointment as an overman on April 1, 1974 he was allowed to continue to occupy F/33A.

21. Issue (b) related to the question whether the workmen will be legally entitled to any benefit for the period they had remained un-employed; and if so, what these benefits should be. A perusal of paragraphs 3 and 5 of the award would indicate that the parties agreed that the period of un-employment would count from the date a workman was retrenched from the work of shaft-furnishing by the IISCO till the date he was re-employed in a regular vacancy in the Chasnala Colliery : and that on this basis, the IISCO was to furnish a statement showing the exact period of such un-employment in respect of all the workmen involved in this issue. True to its promise, the IISCO furnished the statement showing the dates of employment of individual workmen, the dates of their re-employment in the IISCO, and the period of their un-employment. The statement furnished by IISCO showed that the periods of un-employment of individual workmen ranged from nil to a maximum period of 5 months and 12 days. The learned arbitrator decided that the period of un-employment shall be treated as a period of lay-off, within the meaning of the definition of "lay-off" under the Industrial Disputes Act. On that basis, he gave the following directions :

- lay-off compensation shall be paid to individual workmen in accordance with the provisions of Section 25C read with Sec. 25B.
- the quantum of compensation payable to individual workmen shall be calculated on the basis of the rate of wage on which individual workmen were re-employed in the company;
- column No. 4 of the statement furnished by the IISCO showing the rate of wage of individual workmen on the date of re-employment in the IISCO, would be taken as the basis for calculation of the lay-off compensation; and
- Sri Upadhyaya was also to be paid lay off compensation for the period of his un-employment till he was re-employed as Mining Sirdar, on the same basis.

22. Lay-off, as defined by Section 2(kkk), means the failure, refusal or inability of an employer on account of

shortage of coal, power or raw materials or the accumulation of stocks or the breakdown of machinery or for any other reason to give employment to a workman whose name is borne on the muster rolls of his industrial establishment and who has not been retrenched. The words "any other reasons" were considered by the Supreme Court in Kairbeta Estate vs. Rajamanickam, 1960(I) LLJ. 275, where it was observed that any other reason must be a reason which is allied or analogous to the reasons already specified. In view of this definition, what is necessary to constitute lay-off is failure, refusal or inability to give employment, on account of certain shortages, or accumulation or break-down, to a workman, who has not been retrenched. It is obvious that there was in fact and reality no lay-off in the case of Sri Upadhyaya because he had been retrenched and the failure or refusal or inability to give employment to him was not for any reason mentioned in Sec. 2(kkk). Nevertheless, the learned arbitrator directed that the period of un-employment shall be treated as a period of lay-off within the meaning of Sec. 2(kkk). He thus introduced a legal fiction that even though there was retrenchment, the period from the date of retrenchment to the date of re-employment of Sri Upadhyaya will be treated as if he was not retrenched but laid-off during the said period. That being the award, in the matter of its implementation, that period shall have to be treated as the period of lay-off.

23. Now, what is the legal relationship between an employer and his workman, whom he has laid-off. It was held in Nutan Mills Limited vs. Employees State Insurance Corporation, 1956 (I) LLJ. 215, that there is no relationship of master and servant during the period that there is a lay-off. The employer has no right to dictate to the employee that he shall present himself at his office, nor is there any obligation upon the employee so to do. During the period of the lay-off the employee would be entitled to go and serve another master. The only result of his doing so would be that he would be dis-entitled to receive compensation. But it is entirely a matter of his option whether he should present himself at the office of his employer and thus claim compensation or earn wages under a different employer and even though he may serve a different employer he would still have the right to be re-instated when the proper occasion arises. Therefore, the situation is clear that during the period of lay-off the employee no longer is the servant or the workman of his employer. That relationship is suspended and that relationship would only be revived when he is reinstated under the terms of the contract. It is true that the contract of employment itself does not come to an end because a certain obligation remains upon the employer and certain right still is in the employee, the obligation to reinstate and the right to be re-instated. No subsisting contract of employment exist during the period of lay-off. Indeed, if during that period the master cannot command his servant to do his work and if the servant is under no obligation to do the work of the master then it is difficult to understand how a subsisting contract of employment continues during the period of the lay-off. The Bombay High Court went on to observe that the very term lay-off assumes and implies that the employer is not in a condition to offer employment to his employee and therefore he terminated his employee temporarily during the period of the lay-off and while such period of lay-off continues, the employee is un-employed. In Veiyra vs. Fernandez, 1956(I) LLJ. 547, the observation made was that during the period of lay-off, the contract of service is merely suspended but does not come to an end. The same view was taken in Anusuyabai vs. Mehta, 1959(II) LLJ. 742.

24. In implementing the award, one has to keep in sight a few dates : (a) the date on which the IISCO employed Sri Upadhyaya as a Supervisor after the expiry of the contract of Cementation Company Limited, (b) the date on which the IISCO retrenched him from that post, and (c) the date on which Sri Upadhyaya joined the IISCO again as overman, as he does not appear to have joined as a Mining Sirdar at all inspite of several offers for that post. The first date is material for from that date will commence the period of "continuous service" under Sec. 25B(1) or 25B(2), as the case may be. The second date will be relevant for the calculation of the period of un-employment, as it would commence on that date; and the third date will be relevant for on that date, the period of un-employment would come to an end. The first two dates do not appear on the record

and shall have to be ascertained in the course of the implementation of the award. The last date is April 1, 1974. Thus the period of un-employment would be the period commencing on the date of retrenchment and ending on March 31, 1974. It is this period which has to be treated as the period of lay-off in accordance with the award. The award then directs that lay-off compensation shall be paid to Sri Upadhyaya in accordance with the provisions of Sec. 25C read with Sec. 25B. The reference to Sec. 25B has obviously been made to calculate the period of continuous service. Sri Upadhyaya's case may fall either under Sec. 25B(1) or Sec. 25B(2)(a) as during the period of his employment, he was employed below ground in a mine. Again, if his case falls under Sec. 25B(2), the Explanation to that sub-section will become applicable and the number of days on which he had actually worked shall include the entire period of un-employment (during which he has to be treated to have been laid-off). This would be so because the award of the arbitrator is an award under the Industrial Disputes Act. The period of un-employment or the period of lay-off will be added to the period of his actual employment for the purpose of calculating his "continuous service", having regard to the expression "who has completed not less than one year of continuous service", occurring in Sec. 25C. Lay-off compensation payable to him will be equivalent to 50% of the total of his basic wages and dearness allowance for the period of his lay-off, that is to say, for the period of his un-employment. There was no agreement between him and the IISCO that it will be payable only for 45 days. Indeed, the parties themselves had agreed that the entire period of un-employment shall be treated as a period of lay-off and that makes it clear that the lay-off compensation is payable for the entire period of un-employment. The award also confirms this position when it directs that the period of un-employment shall be treated as the period of lay-off. The award then directs that the quantum of compensation shall be calculated on the basis of the rate of wages (that is to say basic pay and dearness allowance) on which a workman was re-employed. 108 workmen has already been re-employed during the pendency of the arbitration proceeding itself and therefore the dates of their re-employment and the rates of their wages were given in Col. 4 of the statement filed by the IISCO. Sri Upadhyaya's name would not have been mentioned in that statement as he was still un-employed. With regard to Sri Upadhyaya, the award says that he will be entitled to similar compensation till the date of his re-employment as Mining Sirdar in terms of the award. Here, a difficulty arises inasmuch as in spite of several offers Sri Upadhyaya persistantly refused to accept the post of Mining Sirdar and as a matter of fact he never joined such a post. That, however, should not mean or be intended to mean that the basic wage would be the basic wage of an overman as on April 1, 1974 on which date he joined that post. The words used in the award are unambiguous that lay-off compensation was payable to him not as an overman but as a Mining Sirdar. That basic wage was Rs. 247/- per month and to that shall be added dearness allowance, and 50% of the total will be payable for the entire period of his un-employment as lay-off compensation.

25. Now, I may take up the question of break in or continuity of service of Sri Upadhyaya. The case law discussed in paragraph 23 shows that there is no relationship of master and servant or employer and workman during the period that there is a lay-off. The contract of service undoubtedly does not come to an end but the relationship is suspended resulting in temporary termination of service and consequent un-employment. On the other hand, it has been seen in paragraph 24 that a lay-off in a case which falls under Sec. 25B(2), there is continuance of service. The question is therefore, one of resolving the apparent conflict; of harmonising the seeming contradiction. In paragraph 3 of the award, the parties described the period commencing from the date of retrenchment and ending on the date of re-employment of 188 workmen as "the period of un-employment." Likewise, they described the appointment after retrenchment as "re-employment". These terms, however, emanated from the mouth of the two parties and not from the pen of the arbitrator and, therefore, they are not of much significance. Paragraph 3 then mentions that the arbitrator required the management to furnish a statement showing the exact period of the aforesaid un-employment. This direction of the arbitrator requiring the management to file this statement amounts only to an interim order regarding the production of a document and cannot be taken to be his verdict with regard to the question of a break in

or continuity of service. There is a mention in Paragraph 4 of the award that 2 of the 108 workmen had also since the second hearing in the arbitration proceeding been "already employed". This was a submission made by the IISCO and does not form part of the verdict of the arbitrator. His observation is that the IISCO had offered the job of a Mining Sirdar to Sri Upadhyaya and Sri Upadhyaya had declined the offer because of the condition of vacation of F/33A or also he was "willing to accept the job". The arbitrator has then observed, as an intrinsic part of his verdict, that Sri Upadhyaya would "suffer a substantial cut in his pay by taking up the alternative job now offered to him." Again, as a part of the award, he has mentioned that "while therefore, confirming the offer of an alternative job" Sri Upadhyaya would not vacate F/33A until alternative accommodation appropriate to his grade as Mining Sirdar was offered to him. The arbitrator has thus described the appointment of Sri Upadhyaya as appointment on an "alternative job" which may indicate a fresh appointment or may indicate substitution of one job by another pointing to continuity in service. The expression used by him is not conclusive or determinative on the question. In paragraph 5 of the award, there is a mention that the management had furnished a statement showing "the dates of employing of the individual workmen" and the dates of "their re-employment" together with "the period of their un-employment". The arbitrator here is not giving his award but only describing the contents of the statement. His observation is that according to the statement "the period of un-employment of individual workmen" ranged from nil to maximum of 3 months and 12 days. This again is an observation based on the statement and is not really a part of his award. The part of the award is his observation that "it is reasonable to hold that the period of un-employment of these workmen should be treated as period of lay-off within the meaning of Industrial Disputes Act." The operative part of the award is that the workmen shall be paid lay-off compensation under Sec. 25C read with Sec. 25B. Again, the operative part of the award is that for the purpose of calculation of the quantum of compensation, the rate of wage on which each workman "was employed" shall be the basis for the calculation of lay-off compensation. The award further mentions that Sri Upadhyaya will also be entitled to similar compensation "till the date of his re-employment as Mining Sirdar." There is undoubtedly an indication that the learned arbitrator had three expressions in his mind namely, (a) period of employment, (b) period of un-employment and (c) date of re-employment. These expressions undoubtedly point to break in service and not continuity. However, if the case of Sri Upadhyaya is found during the course of the implementation of the award to fall under Sec. 25B(2), then, read with the Explanation, the period of lay-off shall have to be treated as a period of "continuous service" and, in that event, there will be continuity and not break in service. Now, it is a settled rule of interpretation that if there are admissible two construction of a document, one of which will give effect to all the clauses therein while the other will render one or more of them nugatory, it is the former that should be adopted. Adopting this ratio of construction, continuity in service, harmonises all the parts of the award and break creates complications and, therefore, I am of the view that the award intends that Sri Upadhyaya's service has to be considered to be "continuous" since the date of his employment by the IISCO after the expiry of the contract of Cementation Company Limited till March 31, 1974 provided his case falls under Sec. 25B(2). In that event, since there will be no fresh appointment or a new appointment, the usual service conditions of probation, discharge or medical examination could not apply in his case.

26. To sum up, the following interpretation emerges from the above discussions.

(1) The question of a break in or continuity of service shall depend upon the answer to the question whether the case of Sri Upadhyaya falls under Sec. 25B (1) or under Sec. 25B(2).

(2) The question whether or not service conditions in the nature of probation and medical examination etc. could be imposed by the IISCO will also depend upon an answer to question No. 1 above.

(3) The award directs that the promotion of Sri Upadhyaya as an overman should be within a reasonable time from the

date when he satisfied the IISCO that he had passed the necessary test and acquired the necessary qualification for that post.

(4) If the post of an overman was offered to him within that reasonable time, Sri Upadhyaya would be entitled to the salary of an overman after the date of his appointment. However, if his appointment as an overman was delayed beyond reasonable time, he will be entitled to get the pay of an overman between the period after the expiry of reasonable time and his actual taking over as an overman on April 1, 1974.

(5) Lay-off compensation shall be paid not only for 45 days but for the entire period of his un-employment beginning from the date of retrenchment and ending with the date of his joining the new post.

(6) Non-vacation of F/33A would not act as a bar to his right to promotion as an overman.

K. B. SRIVASTAVA, Presiding Officer.

[No. L-2012(70)/71-LR. III]

### उद्योग और नागरिक पूर्ति मंत्रालय

(छोटी निक विकास विभाग)

आदेश

नई दिल्ली, 12 अगस्त, 1976

का० आ० 3098.—साधारण खण्ड प्रधिनियम, 1897 (1897 का 10) की धारा 21 के साथ पठित उद्योग (विकास और विनियमन) प्रधिनियम, 1951 (1951 का 65) की धारा 147 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार विनोदियम (कीमत नियन्त्रण) आदेश, 1974 को तुरन्त प्रभावी रूप से विवरित करती है, किन्तु यह विवरण उन वाहतों को लागू नहीं होगा, जो ऐसे विवरण से पूर्व उक्त आदेश के प्रधीन की गई हों या किए जाने से छोड़ दी गई हों।

[सं० 5 (1)/76-ग्रा० आर० जी०]  
ए० ८० बी० सुन्दर मण्डन, प्रबन्ध सचिव

### MINISTRY OF INDUSTRY & CIVIL SUPPLIES (Department of Industrial Development)

ORDER

New Delhi, the 12th August, 1976

**S.O. 3098.**—In exercise of the powers conferred by section 18G of the Industries (Development and Regulation) Act, 1951 (65 of 1951), read with section 21 of the General Clauses Act, 1897 (10 of 1897), the Central Government hereby rescinds, with immediate effect, the Linoleum (Price Control) Order, 1974, except as respects things done or omitted to be done under the Order before such rescission.

[No. 5(1)/76-LRG]

S. B. SUBRAMANIAN, Under Secy.

### विस मंत्रालय

(राजस्व और बैंकिंग विभाग)

दिल्ली, 28, जून, 1976

आदेश

का० आ० 3099.—केन्द्रीय सरकार, आदेश कर प्रधिनियम, 1961 (1961 का 43) की धारा 10 की उपधारा (23ग) के खण्ड (IV) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, 'रक्षा और सुरक्षा प्रनुलोप निधि, हरियाणा' को उक्त धारा के प्रयोजन के लिए निर्धारण वर्ष 1967 में 68 तक के लिए प्रधिसूचित करती है।

[मं० 1370 (का० मं० 197/14/76-प्रा०क० (ए०I))]

MINISTRY OF FINANCE  
(Department of Revenue & Banking)  
New Delhi, the 28th June, 1976

### INCOME-TAX

**S.O. 3099.**—In exercise of the powers conferred by clause (iv) of sub-section (23C) of section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies 'Defence and Security Relief Fund, Haryana, for the purpose of said section for and from assessment year(s) 1967-68.

[No. 1370 (F. No. 197/14/76-IT(AI))]

का० आ० 3100.—केन्द्रीय सरकार, आदेश कर प्रधिनियम, 1961 (1961 का 43) की धारा 10 की उपधारा (23ग) के खण्ड (IV) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मुख्य मंत्री अनुलोप निधि, हरियाणा को उक्त धारा के प्रयोजन के लिए निर्धारण वर्ष 1967 से 68 तक के लिए प्रधिसूचित करती है।

[सं० 1371 (का० सं० 197/14/76-प्रा०क०(ए०I))]

**S.O. 3100.**—In exercise of the powers conferred by clause (iv) of sub-section (23C) of section 10 of the Income-tax Act 1961 (43 of 1961), the Central Government hereby notifies Chief Minister's Relief Fund, Haryana for the purpose of said section for and from assessment year(s) 1967-68.

[No. 1371 (F. No. 197/14/76-IT(AI))]

का० आ० 3101.—केन्द्रीय सरकार, आदेश कर प्रधिनियम, 1961 (1961 का 43) की धारा 10 की उपधारा (23ग) के खण्ड (IV) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, 'हरियाणा मुख्य मंत्री बाढ़ अनुलोप निधि' को उक्त धारा के प्रयोजन के लिए निर्धारण वर्ष 1976 से 77 तक के लिए प्रधिसूचित करती है।

[सं० 1372 (का० सं० 197/14/76-प्रा०क०(ए०I))]

**S.O. 3101.**—In exercise of the powers conferred by clause (iv) of sub-section (23C) of section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies 'Haryana Chief Minister's Flood Relief Fund' for the purpose of said section for and from assessment year(s) 1976-77.

[No. 1372 (F. No. 197/14/76-IT (AI))]

का० आ० 3102.—केन्द्रीय सरकार, आदेश कर प्रधिनियम, 1961 (1961 का 43) की धारा 10 की उपधारा (23ग) के खण्ड (IV) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मुख्य मंत्री राजा निधि हरियाणा को उक्त धारा के प्रयोजन के लिए निर्धारण वर्ष 1972 से 73 तक के लिए प्रधिसूचित करती है।

[सं० 1373 (का० सं० 197/14/76-प्रा०क०(ए०I))]

**S.O. 3102.**—In exercise of the powers conferred by clause (iv) of sub-section (23C) of section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies Chief Minister's Defence Fund, Haryana for the purpose of said section for and from assessment year(s) 1972-73.

[No. 1373 (F. No. 197/14/76-IT(AI))]

का० आ० 3103.—केन्द्रीय सरकार, आदेश कर प्रधिनियम, 1961 (1961 का 43) की धारा 10 की उपधारा (23ग) के खण्ड (IV) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए 'युद्धोपरात्म युनियन निधि हरियाणा' को उक्त धारा के प्रयोजन के लिए निर्धारण वर्ष 1969 से 70 तक के लिए प्रधिसूचित करती है।

[सं० 1374 (का० सं० 197/14/76-प्रा०क० (ए०I))]

**S.O. 3103.**—In exercise of the powers conferred by clause (iv) of sub-section (23C) of section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies 'Post War Reconstruction Fund Haryana' for the

purpose of the said section for and from assessment year(s) 1969-70.

[No. 1374 (F. No. 197/14/76-IT(AI)]

का० आ० 3104.—केन्द्रीय सरकार, आय-कर प्रधिनियम, 1961 (1961 का 43) की धारा 10 की उपधारा (23ग) के खण्ड (iv) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, जिसा अनुतोष निधि, हरियाणा को उक्त धारा के प्रयोजन के लिए निर्धारण वर्ष 1967 से 68 तक के लिए अधिसूचित करती है।

[सं० 1375 (फा० सं० 197/14/76-आ०क० (ए०I)]

**S.O. 3104.**—In exercise of the powers conferred by clause (iv) of sub-section (23C) of section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies District Relief Funds, Haryana for the purpose of the said section for and from assessment year(s) 1967-68.

[No. 1375 (F. No. 197/14/76-IT(AI)]

का० आ० 3105.—केन्द्रीय सरकार, आय-कर प्रधिनियम, 1961 (1961 का 43) की धारा 10 की उपधारा (23ग) के खण्ड (iv) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, 'राष्ट्रीय कर्मकार' अनुतोष निधि, हरियाणा को उक्त धारा के प्रयोजन के लिए निर्धारण वर्ष 1968 से 69 तक के लिए अधिसूचित करती है।

[सं० 1376 (फा० सं० 197/14/76-आ०क० (ए०I)]

**S.O. 3105.**—In exercise of the powers conferred by clause (iv) of sub-section (23C) of section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies 'National Workers' Relief Fund, Haryana' for the purpose of said section for and from assessment year(s) 1968-69.

[No. 1376 (F. No. 197/14/76-IT(AI)]

का० आ० 3106.—केन्द्रीय सरकार, आय-कर प्रधिनियम, 1961 (1961 का 43) की धारा 10 की उपधारा (23ग) के खण्ड (iv) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, 'भूतपूर्व सैनिकों के लिए

पुनर्निर्माण और पुनर्वास विशेष निधि, हरियाणा' को उक्त धारा के प्रयोजन के लिए निर्धारण वर्ष 1967 से 68 तक के लिए अधिसूचित करती है।

[सं० 1377 (फा० सं० 197/14/76-आ०क० (ए०I)]  
टो० पी० मुन्शूनवाला, उप सचिव

**S.O. 3106.**—In exercise of the powers conferred by clause (iv) of sub-section (23C) of section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies the 'Special Fund for Re-construction & Rehabilitation of ex-servicemen, Haryana' for the purpose of the said section for and from assessment year(s) 1967-68.

[No. 1377 (F. No. 197/14/76-IT(AI)]  
T. P. JHUNJHUNWALA, Dy. Secy.

नई दिल्ली, 6 जुलाई, 1976

आय-कर

का० आ० 3107.—केन्द्रीय सरकार आयकर प्रधिनियम, 1961 (1961 का 43) की उपधारा 10 की उपधारा (23ग) के खण्ड (iv) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारतीय साक्षरता भवन, लखनऊ को उक्त धारा के प्रयोजनार्थ निर्धारण वर्ष (वर्षों) 1972-73 के लिए और से अधिसूचित करती है।

[सं० 1385 (फा० सं० 197/47/76-II (एमाई)]  
के० आर० राघवन, निदेशक

New Delhi, the 6th July, 1976

INCOME-TAX

**S.O. 3107.**—In exercise of the powers conferred by clause (iv) of sub-section (23C) of section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies "India Literacy House, Lucknow" for the purpose of said section for and from assessment year 1972-73.

[No. 1385 (F. No. 197/14/76-IT(AI)]  
K. R. RAGHAVAN, Director.